

Supplier: **IBM**

# State of Utah

## Request for Proposal

### State Cooperative Contract

Legal Company Name (include d/b/a if applicable) <b>IBM Corporation</b>		Federal Tax Identification Number <b>13-0871985</b>		State of Utah Sales Tax ID Number <b>12314469-002-STC</b>	
Ordering Address <b>420 East South Temple Street</b>		City <b>Salt Lake City</b>	State <b>Utah</b>	Zip Code <b>84111</b>	
Remittance Address (if different from ordering address) <b>PO Box 61000</b>		City <b>San Francisco</b>	State <b>Ca</b>	Zip Code <b>94161</b>	
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government		Company Contact Person <b>Jane Brammer</b>			
Telephone Number (include area code) <b>972-561-6987</b>	Fax Number (include area code) <b>972-561-7232</b>	Email Address <b>jane.brammer@us.ibm.com</b>			
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered) <b>See bid response</b>		Days Required for Delivery After Receipt of Order (see attached for any required minimums) <b>See bid response</b>			
Brand/Trade Name <b>IBM</b>		Price Guarantee Period (see attached specifications for any required minimums) <b>See bid response</b>			
Minimum Order <b>1</b>		Company's Internet Web Address <b>www.ibm.com</b>			
The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> . If no, enter where produced, etc. <b>IBM is a worldwide entity employing over 400,000 employees across the globe, including individuals in the State of Utah. To the extent we are able to do so; we will perform project related activities at your site. However, the many components that comprise our solution are collaboratively arrived at by utilizing our global resources.</b>					
Offeror=s Authorized Representative=s Signature		Print or type name and title <b>Jane Brammer</b>	Date <b>January 25, 2011</b>		
State of Utah Division of Purchasing Approval  <b>Kent Beers, Director</b>		Date	Contract Number <b>janeeb</b>		

Note: When approved and signed by the State Director of Purchasing, this document becomes the contract.

**IBM**

Bid Contact **Jane Brammer**  
**jane.brammer@us.ibm.com**  
**Ph 972-561-6987**

Address **1503 LBJ Freeway**  
**Dallas, TX 75234**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
PR11059-1-01	PR11059 UTAH HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> All cost information (Sections 6 and 7) is in one document. One part of the RFP said that Section 7 should be a sealed bid and another said that all cost info should be separate from the rest of the response. Assuming it would be better for you to separate them than to disclose pricing where you don't want it, we chose to put them together. Also, IBM has included pricing for two solutions, which could each be used for the whole user population or for a subset of users. You wouldn't have the costs as listed added together. It would be one or the other or parts of each. Please let me know if there is	First Offer - \$324.00	1 / job	\$324.00	Y	Y

anything  
confusing  
about the  
way we've  
laid out the  
costs. Thank  
you. Jane  
Brammer  
817.832.5938

---

Supplier Total **\$324.00**

**IBM**

Item: **PR11059 UTAH HOSTED EMAIL, COMMUNICATIONS AND COLLABORATION SERVICES**

**Attachments**

SonianTransmittalLetterUtah.DOC

LL Enterprise Service Description 12132010.pdf

IBM Exceptions Document ý Section 8.doc

Z125 8218 00 FTU for Enterprises 06092010.pdf

LotusLive TOU Enterprise 12132010.pdf

Sample Status Report.pdf

Panasonic Customer Reference 1\_26\_10.pdf

IBM 2009 Financial Statement.doc

COST\_PROPOSAL\_ST\_of\_Utah\_RFP\_01312011.doc

IBM Propose Response\_ST\_of\_Utah\_RFP\_01.31.2011.doc



January 25, 2011

Attn:  
Company Name  
Address

RE: RFP Number "xyz"

To Whom It May Concern:

Sonian is teaming with IBM to propose our email archiving and electronic discovery services to the State of Utah in response to RFP xyz. Sonian has reviewed the requirements of the request for proposal and feel confident in the Sonian services ability to meet the requirements outlined. Sonian will be providing a hosted cloud powered email archiving service to complement IBM's LotusLive solution.

Sincerely,

Jeff Richards  
Vice President, Business Development

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## IBM LotusLive Terms of Use Service Descriptions

This document only applies to the following offerings:

- LotusLive Engage
- LotusLive Connections
- LotusLive Meetings
- LotusLive iNotes
- LotusLive Notes

Please be aware that this information is intended to outline the general product features and functionality for LotusLive services, and does not represent a guarantee of performance. The development, release, and timing of any features or functionality described for our products remains at our sole discretion. IBM may change the features described herein at any time, without notice.

### 1. Service Features

Below are features associated with each LotusLive service that are included as base capabilities:

#### 1a.) LotusLive Engage

- *File storage and sharing* – The ability to upload and store files to a centralized library, the files may be access controlled private or shared with individual users or groups, as readers or authors. All file formats are acceptable, includes auto anti-virus checking upon upload. Tracks updates, version history, comments, download history, tagging as well as file suspend and release (aka: file check-in/check-out).  
5 gigabytes of storage included in base offering.
- *Web conferencing* – The ability to host an online web meeting via an always ready, on-demand reservation-less meeting room. The web conference has the capability to support a meeting size from 1 to 1000 total attendees depending upon the service plan and entitlement. Features include presentation publishing, application sharing, polling, instant messaging, attendee list, hand raising, pointers and highlighters, transfer host controls.
- *Activities* – A team space for project management tasks such as tracking to-dos, information and actions around a project topic or meeting.
- *Instant Messaging* – The capability to chat with other LotusLive subscribers using instant messaging, also includes awareness capabilities.
- *My Network* – Contacts and profile management. Build and store your business network of end-users for discovery and interaction. Collaborate with business contacts inside and outside of your organization, even invite guests to participate in LotusLive.
- *Surveys* – Survey creation and distribution to a single individual, a group of end-users or public access. Integrated nicely with Charts
- *Charts* – A visualization of your data through different types of charts, graphs, diagrams, and maps. As the data updates so does your chart.

#### 1b.) LotusLive Connections

- *File storage and sharing* – The ability to upload and store files to a centralized library, the files may be access controlled private or shared with individual users or groups, as readers or authors. All file formats are acceptable, includes auto anti-virus checking upon upload. Tracks updates, version

history, comments, download history, tagging as well as file suspend and release (aka: file check-in/check-out).

5 gigabytes of storage included in base offering.

- *Activities* – A team space for project management tasks such as tracking to-dos, information and actions around a project topic or meeting.
- *Instant Messaging* – The capability to chat with other LotusLive subscribers using instant messaging, also includes awareness capabilities.
- *My Network* – Contacts and profile management. Build and store your business network of end-users for discovery and interaction. Collaborate with business contacts inside and outside of your organization, even invite guests to participate in LotusLive.
- *Web conferencing* – Participate in unlimited online web meetings as an attendee.
- *Surveys* – Participate in surveys.
- *Charts* – Access charts previously created as a reader.

#### 1c.) LotusLive Meetings

- *Web conferencing* – ability to host a Web meeting via an always ready, on-demand meeting room. The web conference has capability to support anywhere from 1 to 1000 attendees depending upon service plan and entitlement.
- *Application & Desktop Sharing* – the host of a meeting can share their full desktop or select specific applications to share with the Web meeting audience. Control may be passed to a participant to share their applications or desktop as well. Note: a sharing plug-in is required.
- *Publishing* – Storing of a file for future presentation purposes.
- *Calendar integration* – Plug-ins that allow Lotus Notes and Microsoft Outlook users to add LotusLive Meeting information to schedule invitations.
- *Roster Controls* - See who has joined your meeting, pass meeting control and manage questions and answers all from the roster. Participants can also get your attention by raising their hand
- *Polling* – Conduct ad-hoc polls with meeting participants.
- *Annotation* – Tools to mark-up and high-light presentations during a Web meeting.
- *Videocasting* – Broadcast video of the Web meeting host or a presenter who has been passed control and has an approved Web camera.
- *Chat* – Converse online with individuals, groups, or the entire audience of Web meeting participants

#### 1d.) LotusLive iNotes

- *Inbox* that contains message view, system-created and user-created folders, ability to drag and drop messages into folders
- *Personal Contacts*
- *Personal Calendar*
- *Company Contacts and Company Calendar*

- *Webmail*, POP3, IMAP4 and Authenticated SMTP
- *Personal Signature*
- *Global signature* that can be used for creating a legal disclaimer on outbound messages
- *Anti-Spam* protection
- Real-time updates against *viruses* and *malware*
- *Mobile* email access via IMAP IDLE
- *Multiple internet addresses* for a single user
- *Weekly backups* of mail data
- 25 gigabytes of mailbox storage allocated for each user (additional storage available for purchase)

#### 1e.) LotusLive Notes

- *Browser and/or installed Notes* client access to mail, calendar and contacts
- System-created *views* and user-created *folders*, ability to *drag and drop* messages into folders
- *Integrated instant messaging* from Sametime in LotusLive
- *Enterprise directory* lookup
- Support for the "*hybrid*" *environment* where there is a mix of users on the service and on-premises
- Meeting invitation *free/busy time search* from on-premises Rooms and Resources
- Full *calendar workflow* including *repeating meetings* and invite *delegation*
- *Digital signatures/per-message encryption*
- *Anti-Spam* protection
- Real-time updates against *viruses* and *malware*
- *Multiple Internet addresses* for a single user
- Four *mail file* copies across two data centers are all *encrypted* on the server
- 25 gigabytes of mailbox storage allocated for each user (additional storage available for purchase)
- LotusLive Notes does not include support for customized Notes or Domino mail templates as part of the standard service. Any such customization must be enabled under a separate additional entitlement. Customized mail templates are not guaranteed to function with subsequent updates to the Service. Retrofitting of customized mail templates may be contracted at your expense.

## 2. **Systems Management**

IBM is responsible for monitoring and troubleshooting server or system issues for all LotusLive Services, including applying fixes to the service to resolve issues.

Specifically, IBM will perform the following activities:

- **Monitoring** – Application server hardware devices and software will be monitored to help detect abnormal events or exceeded utilization or performance thresholds. The status of the operating systems, disk I/O, memory, system processes, critical application-layer daemons (background programs) and critical application-layer processes will also be monitored.
- **Maintenance** – All servers, applications and networks supporting the services will be operated, monitored and administered on a 24x365 basis using a mixture of on-site and on-call support staff, automated server monitoring and automated paging technology. (NOTE: Planned maintenance windows will be in effect for all LotusLive services.)



Note: Service Level Agreements associated with LotusLive offerings are covered under a separate attachment. (SERVICE LEVEL AGREEMENT – IBM LotusLive Engage, Connections, LotusLive iNotes and LotusLive Notes)

### 3. Steady State Technical Support

IBM LotusLive Technical Support services are designed to help users get the most from the LotusLive Notes, LotusLive iNotes, LotusLive Engage, and LotusLive Connections services. These support services are described below. All communications with IBM LotusLive Technical Support are offered in English language except where local language LotusLive Support representatives are available. For a list of current local language support coverage, please consult LotusLive Client Services.

#### Definitions

**"Named Administrator"** means your company's employees or designate who have been defined as having the Administrator responsibility for your company in the LotusLive Administration tool. These "Named Administrators" shall serve as your authorized representatives and contacts for "Named Administrator Support by Telephone" and "Named Administrator Support by Email". In order to establish or change an Authorized Contact, you must update a user to have the role of company administrator in the LotusLive Administration tool. These "Named Administrators" are expected to have advanced skills in the LotusLive technologies.

**"Severity 1 Support"** means providing customer the ability to report Severity 1 problems 7x24x365 related to the LotusLive Services. Severity 1 problems are defined as issues with Critical Business Impact or where the Service is down. For an issue to be defined as Severity 1, the service is determined to be unavailable for 'all users' or a major feature of the service is inoperable for 'all users' or a significant portion of your users are unable to use the service resulting in a critical impact on your business operations.

Recognizing the urgent and emergency nature of a severity 1 problem, LotusLive support will partner with LotusLive systems management to continually work the problem until the business impact is mitigated.

**"Named Administrator Support by Telephone"** means providing support by telephone to users designated as Administrator in their LotusLive company, whether your company employees or designates, for issues related to the LotusLive service that they have been unable to resolve. Named Administrator Support by Telephone is limited to Severity 1 issues – all other severities must be reported through Named Administrator Support by Email. Named Administrator Support by Telephone may be provided by a call back method or by live call method.

**"Named Administrator Support by Email"** means providing support by email to users designated as Administrator in their LotusLive company, whether your employees or designates, for issues related to the LotusLive service that they have been unable to resolve. This service is available for all Severities of issues.

**"First Level support"** is defined as making a commercially reasonable effort to resolve any problems regarding these LotusLive services reported by your users or external parties.

**"Second Level support"** is defined as providing escalation support for problems regarding the LotusLive services that your company's "Named Administrators" are unable to resolve. For such issues, IBM support shall work with "Named Administrators" to resolve the problem.

**"Call back"** is defined as the method of providing telephone technical support involving the support requestor leaving a message and receiving a telephone call back from a LotusLive support specialist within the stated response objectives.

**"Live call"** is defined as the method of providing telephone technical support involving the support requestor being placed into queue for the next available LotusLive support specialist.

**“Severity 1”** is defined as the severity level associated with issues where the service is determined to be unavailable for ‘all users’ or a major feature of the service is inoperable for ‘all users’ or a significant portion of your users are unable to use the service resulting in a critical impact on operations.

**“Severity 2”** is defined as the severity level associated with issues where a major feature or function of the service is unavailable for a subset of end-users or a single partner, limiting immediate use of the product. The callers are able to access the service but their operations are severely restricted by the issue.

**“Severity 3”** is defined as the severity level associated with routine and random feature/application issue (usually affecting a single customer or particular client configurations). The customer is able to use the service with some restrictions on the functions they can use. These restrictions, however, do not have a critical impact on their operations.

**“Severity 4”** is defined as the technical issues with minimal client impact,, non-technical issues, or client service issues that can wait some number of days to resolve. The issue causes little or no impact to the customer's operations, or the customer/partner has found a way to work around the issue.

### **LotusLive Support**

For the LotusLive Notes, LotusLive iNotes, LotusLive Engage, and LotusLive Connections services, IBM shall provide technical support to customer for problems regarding the LotusLive Services. Technical Support shall include Severity 1 Support, Named Administrator Support by Telephone, and Named Administrator Support by email.

Customer shall all provide first level support related to any problems regarding the LotusLive services. First level support is defined as making a commercially reasonable effort to resolve any questions or problems regarding the LotusLive services whether reported to the Customer by their users or external parties.

For problems regarding the LotusLive services that Customer is unable to resolve, IBM shall provide technical support. Technical support is intended to supplement the Customer's support and administration staff by providing access to IBM LotusLive Technical Support specialists for problems related to the LotusLive services. Customer shall use points of contact designated as “Named Administrators” for contacting LotusLive technical support to receive assistance in resolving such issues. Table 1 provides an overview of standard LotusLive Technical Support access. At any time during troubleshooting, if IBM LotusLive Technical Support determines that the problem is not caused by a fault or problem with the LotusLive service, all technical support responsibilities will revert back to the Customer. The only case where LotusLive Technical Support will accept direct contact from customer End Users is a “service down” issue regarding a Meeting or Event in progress, where meeting hosts or participants are unable to access services real-time.

For problems reported to IBM LotusLive Support, a Severity Level will be assigned. Severity Levels are determined by LotusLive Technical Support based upon customer input regarding the business impact of the issue. The severity level of an open problem may change to match current business impact if the business impact has changed from when the severity level was first assigned.

Customer named administrator contacts to LotusLive Technical Support to report a problem or update/get status on a problem will be routed to a LotusLive Technical Support specialist. IBM LotusLive Technical Support's objective is to provide an initial response to your report within 2 business hours for severity 1 issues and within 1 business day for other issues. Table 1 provides an overview of standard LotusLive Technical Support response objectives. IBM LotusLive Technical Support will use commercially reasonable efforts to provide an initial response within these guidelines. Our initial response may be an acknowledgement of receipt of your issue, or may be a response that results in the resolution of your request, or may be a response that will form the basis for determining what additional actions may be required to achieve technical resolution of your request.

Additional Premium Support services not covered in the scope of this agreement are available through Accelerated Value Program (AVP) at additional cost.

**LotusLive Support Offering Details**

Table 1 summarizes what support is available for each offering including details such as support hours and response objectives.

*Table 1 – Overview of LotusLive Technical Support access & LotusLive Technical Support response objectives*

<b>Offering</b>	<b>Email Support</b>	<b>Telephone Support</b>	<b>7x24x365 Support</b>	<b>Response Guideline</b>
<b>LotusLive iNotes</b>	Named Administrator support only	Named Administrator support only for SEV 1 issues only	For Severity 1 issues	2 hours for SEV 1 1 business day for other severities
<b>LotusLive Notes</b>	Named Administrator support only	Named Administrator support only for SEV 1 issues only	For Severity 1 issues	2 hours for SEV 1 1 business day for other severities
<b>LotusLive Engage</b>	Named Administrator support only	Named Administrator support only for SEV 1 issues only  End user support for SEV 1 issues involving a Meeting or Event in progress.	For Severity 1 issues	2 hours for SEV 1 1 business day for other severities
<b>LotusLive Connections</b>	Named Administrator support only	Named Administrator support only for SEV 1 issues only	For Severity 1 issues	2 hours for SEV 1 1 business day for other severities

#### 4. Support and Administration Roles

The LotusLive Notes and LotusLive Connections services have some unique administrative and support requirements based upon the standard support offering and the unique technologies involved. Table 2 and 3 explain the division of support and administration roles between the client and IBM for the LotusLive services.

To fulfill your company's administrative requirements and to get access to LotusLive support services, you must name Administrators in the LotusLive administration tool. Your Named Administrators will be able to administer your company account information, make changes to your company directory, and perform other administrative tasks detailed below. Additionally, these Named Administrators shall serve as your authorized contacts for engaging LotusLive support. You may designate Named Administrators in the LotusLive Administration tool up to the defined quantity.

##### **Number of "Named Administrators":**

- a. Up to 1,000 authorized users – 3
- b. Up to 5,000 authorized users – 6
- c. Over 5,000 authorized users - 7 plus 1 per 5,000 additional authorized users

*Table 2 – Support and Administration Roles – service oriented*

<b>Service (Server) Oriented</b>	<b>Support for LotusLive iNotes and LotusLive Notes</b>	<b>Support for LotusLive Engage and Connections Services</b>	<b>Customer (or designated service provider)</b>
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<b>Services</b>			
Infrastructure and Server monitoring	✓	✓	N/A
Service side Utilities	✓	✓	N/A
Manage Service Tasks	✓	✓	N/A
Manage spam/virus filters	✓	✓	N/A
Respond to customer named administrator questions concerning process and procedures.	✓	✓	N/A
Implement spam filter's black list and white list	✓	N/A	Assist

*Table 3 – Support Roles – client side*  
**Client Oriented**

	<b>Support for LotusLive iNotes and Notes Service</b>	<b>Support for LotusLive Engage and Connections Service</b>	<b>Customer (or designated service provider)</b>
LotusLive Notes	Escalation Support for defects and problems	N/A	First Level Support
Notes Client Problems	Escalation Support for defects and problems	N/A	First Level Support
LotusLive iNotes	Escalation Support for defects and problems	N/A	First Level Support
LotusLive Engage	N/A	Escalation Support for defects and problems	First Level Support
LotusLive Connections	N/A	Escalation Support for defects and problems	First Level Support
Customization Problems	N/A (IBM may assist on fee basis)	N/A (IBM may assist on fee basis)	✓
Browser Problems	N/A	N/A	✓
Mobile Device Problems	N/A	N/A	✓
Mobile Device Connectivity Problems	N/A	N/A	✓
Client Operating System Problems	N/A	N/A	✓
Client Hardware Problems	N/A	N/A	✓
Client Network Problems	N/A	N/A	✓
3rd Party Application Problems	N/A	N/A	✓
End User "How to" Support	N/A	N/A	✓

## 5. Client Services

LotusLive Client Services provides assistance to Named Administrators during the on-boarding process, and provides a set of standardized services during steady state operations. You will be assigned to a primary Client Services representative, although any Client Services representative may be assigned to assist you with a specific request. Client Services representatives are available for assistance from 6AM-6PM Eastern Time US, Monday through Friday only. Telephone (non toll free) and e-mail contact are both permitted. All communications with LotusLive Client Services are offered in English language or via a local language

LotusLive Support representative where available.

### 5.1 Account Provisioning and End-User Registration

LotusLive provides customer self service for on-boarding and administration through an administrative console; the processes and responsibilities are described below. LotusLive Client Services is responsible for account provisioning and initial Named Administrator setup. Upon request, Client Services will also execute a one-time initial end-user registration via a bulk load process. Client Services also provides escalation support for Named Administrators during subsequent end-user registrations.

Additional customization services may be provided to the customer that could include subsequent end-user registrations and other account administration, and mail migration. These, and other customized services agreed to would be detailed in separate Statements of Work and are not included in the standard scope of the Service.

Provisioning of LotusLive requires user information to be provided by the customer. Below is the list of activities and responsibilities for the standard scope of Service.

#### 5.1.a All Offerings (LotusLive Engage, LotusLive Connections, LotusLive iNotes and LotusLive Notes)

Provisioning of LotusLive offerings is handled through two processes (provisioning of accounts and end-user assignment). Some offerings may also have offering-specific activities which will be covered in subsequent sections of this document. Below is the list of common activities and responsibilities.

##### Provisioning of Customer Account:

- |  |          |
|--|----------|
| • Specification of details for initial named administrator account(s)      | Customer |
| • Setup of initial accounts for assignment                                 | IBM      |
| • Email administrative console login information to named administrator(s) | IBM      |

##### End-user Registration and Acceptance:

- |  |          |
|--|----------|
| • Specification of end-user details for initial bulk load in required format | Customer |
| ◦ All offerings require name and e-mail address                              |          |
| • One-time initial bulk load of end user accounts                            | IBM      |
| • Subsequent addition of end-user accounts via administrative console        | Customer |
| • Email automatically generated and sent to end-user with credentials        | IBM      |
| • Complete registration (password, country, language, terms acceptance)      | Customer |

##### All Other ID administration is the responsibility of the named administrator:

- |  |          |
|--|----------|
| • Deletion of end-users                    | Customer |
| • Change of end-user name or subscriptions | Customer |
| • Password reset requests                  | Customer |

#### 5.1.b LotusLive iNotes

Provisioning of LotusLive iNotes requires initial setup actions specific to the offering, in addition to common setup activities. Below is the list of additional activities and responsibilities for this offering.

##### Collection of Customer-specific Information

- |   |          |
|---|----------|
| • Supply Global attributes to be applied – domain, time zones, mail routing | Customer |
| • Complete Provisioning Checklist   | Customer |

##### End-user Registration and Acceptance:

- |  |          |
|--|----------|
| • Specification of additional end-user details for initial bulk load | Customer |
| ◦ Password or alternate e-mail address is required                   |          |

- |  |          |
|--|----------|
| • Confirm provisioning has been completed    | Customer |
| • Provision shell accounts and load PIM Data | IBM      |

#### 5.1.c LotusLive Notes

In order to receive the LotusLive Notes Service, you must either:

1. Have or obtain a Proof of Entitlement (PoE) for "IBM LotusLive Notes SaaS," which includes a Fixed Term Use license (FTU) for the Domino Messaging Client Access License sufficient to cover all requested Authorized Users for the Service. Software licensed on a FTU basis may be used only in connection with the Service, and the duration of such FTU is coterminous with the Service.

– or –

2. Obtain a Proof of Entitlement (PoE) for "IBM LotusLive Notes" and

3. Have or obtain: 1) a separate license to use the Software governed by a separate license agreement (e.g., IBM International Program License Agreement, sufficient to cover all requested Authorized Users), and 2) an active Domino Enterprise Client Access License or Domino Messaging Client Access License (including coverage by an appropriate Lotus Domino server Subscription and Support agreement for the Software during the Term).

Provisioning of LotusLive Notes requires initial setup actions specific to the offering, in addition to common setup activities. Below is the list of additional activities and responsibilities for this offering. Existing Notes and Domino customers may elect to convert their current mail files to the service for an additional fee.

#### Collection of Customer-specific Information

- |  |          |
|--|----------|
| • Supply Global attributes to be applied – domain, time zones, mail routing                    | Customer |
| • Installation of client software, if any, onto desktops                                       | Customer |
| • On-premises configuration services and configuration of client software, if any, on desktops | Customer |
| • Provide workstation anti-virus scanning  | Customer |
| • Enforce and communicate to end-users mailbox quotas and baselines                            | Customer |
| • Identity of optional "Lotus Notes Traveler for LotusLive" subscribers                        | Customer |
| • Installation or technical support services performed on your premises                        | Customer |
| • Complete Provisioning Checklist  | Customer |

#### End-user Registration and Acceptance:

- |  |          |
|--|----------|
| 1. Specification of additional end-user details for initial bulk load                | Customer |
| o Password is required   |          |
| 2. Confirm Provisioning has been completed   | Customer |
| 3. Provision shell accounts and load PIM Data  | IBM      |
| 4. Enroll and install SSL certificates, where applicable                             | IBM      |
| 5. Configuration and initial management set-up for service directory synchronization | IBM      |

## 5.2 Training and Documentation

IBM is committed to providing clients with quality software enablement to help you maximize your use of our products. LotusLive provides a range of resources to help named administrators and end users adopt our services.

### 5.2.a Live Demonstrations

LotusLive Client Services provides a schedule of live (public) Training and Demonstration sessions. The following is a sample weekly schedule for live demonstrations:

<b>Sample Weekly Live Demonstration Schedule</b>					
<b>Time</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
11:00 AM EST	LotusLive: Overview	LotusLive: Overview	LotusLive Events: Overview	LotusLive: Overview	LotusLive: Overview
2:00 PM EST	LotusLive Engage: You've Registered – Now What?	LotusLive Engage: Groups and Meetings	LotusLive Engage: Using Files and Instant Messaging	LotusLive Engage: Leveraging Activities	LotusLive Engage: Forms and Charts

Any user may register to attend one of these live demonstrations at: <https://www.lotuslive.com/training>.

#### **5.2.b Web Seminars**

LotusLive Collaboration Web Seminars include general overviews about our integrated collaboration services, and use cases for how they can be applied to doing business. Attending these Web Seminars will help you to receive the most benefit from LotusLive. Our experts will introduce LotusLive Engage and discuss the following:

- Getting started with your company - including how to create your company presence, establish extranet contacts, host meetings, poll users, share documents and improve project communications with your vendors, partners and customers.
- Working productively with your partners and customers - including how to build your contacts, connect with companies, vendors and partners, and extend your business connections.
- Tips and tricks for using LotusLive Engage.

Any user may register to attend a Web seminar at: <https://www.lotuslive.com/webinars>

#### **5.2.c Video Demonstrations**

LotusLive also provides videos on our web site, which illustrate how to use LotusLive through use cases. This is the link to the demos:

- <https://www.lotuslive.com/demos>

#### **5.2.d Wiki**

The LotusLive Support Wiki's containing IBM and community created content for training and support.

The current LotusLive Wiki can be found here: <http://www-10.lotus.com/ldd/bhwiki.nsf/>

#### **5.2.e LotusLive Notes Resources**

For LotusLive Notes additional information and resources for end-user training/documentation can be found below.

- Link to the main Lotus Notes page: <http://www.ibm.com/notes>
- Link to the learning materials for Lotus Notes, Lotus iNotes, and Lotus Notes Traveler on IBM developerWorks: <http://www.ibm.com/developerworks/lotus/notes>



- Link to the Multimedia Library for Notes 8.x/8.5x is now in use by over a million Notes clients worldwide: <http://www-01.ibm.com/software/lotus/training/multimedialibrary.html>. This resource is available to clients at additional charge.

### 5.3 On-boarding Assistance

LotusLive Client Services provides additional customized on-boarding assistance for large customers. Any customer, who has purchased more than 1,000 seats of LotusLive services, qualifies for planning and delivery of 1 hour of customized on-boarding sessions per 1,000 seats purchased. These sessions will be delivered by Web Conference and are subject to Client Services language and hours guidelines. Topics that customers may elect to include in these customized sessions are:

- Using any of the LotusLive family of services
- Administration of LotusLive
- "Ask the Experts" open Q&A for end users
- "Ask the Experts" open Q&A for named administrators

On-site on-boarding assistance for end users and administrators, help desk training, and other "hyper-care" services may be made available by IBM for an additional fee. These, and other customized services agreed to, would be detailed in separate Statements of Work and are not included in the standard scope of the Service.

### 5.4 Other Steady State Client Services

IBM LotusLive Client Services provides limited steady state assistance for LotusLive customers. Areas where Named Administrators can contact Client Services for assistance are:

- Escalation support for problems regarding Administration Console
- Questions about standardized training and how-to resources
- Questions about your LotusLive account (e.g. subscriptions purchased, expiration and renewal guidance, provisioning status – will refer to IBM Customer Fulfillment for ordering & billing questions)
- Assistance obtaining standardized user and SLA reports
- Ability to proactively notify one named administrator about upcoming planned maintenance and severity 1 incidents in progress

If additional steady state assistance is desired or other services not within Client Services availability guidelines, customers are encouraged to contact IBM Lotus about our Accelerated Value Program (AVP). AVP services are offered at additional charge, and would be detailed in separate Statements of Work and are not included in the standard scope of the Service.

## 6. Web Delivery Platform Service Management

Service Management consists of disciplines designed to help ensure quality delivery of IT services in support of business goals. IT Service is a collection of IT components (including hardware, software, facilities, people and procedures) that meet a standard, well-known business need. IT Service Management is the integrated management of the people, processes, technologies and information required to ensure the cost and quality of IT services valued by the customer.

IT Service Management is a framework for the management of capabilities and standard services which involves creating, delivering, and providing services. Web Delivery Operations supports the following services management processes:

- Service Level Monitoring and Reporting
- Design, implementation and deployment services

- Architecture Support
- Project Management Services
- Implementation Services
- Availability Management
- Change/Problem Management
- Image/Patch Management
- Capacity Management
- Security Management

## **7. Web Delivery Platform Architecture**

### **Facilities**

The Web Delivery Platform infrastructure currently runs in three separate data center facilities. Located in California and Virginia, these locations are designed to provide physical security, power and cooling infrastructure, cages and racks, and basic onsite support services.

### **Datacenter Support Services**

Web Delivery Operation's support model depends on redundant, enterprise-level hardware, standardized and optimized for data center racking, and supported by rapid response maintenance contracts.

### **Network Architecture**

The physical network supporting the Lotus OCS SaaS offerings is physically modeled after IBM's standard three-layer hierarchical model architecture. The network is virtualized through the use of zones and traffic separation helping to provide a flexible blend of shared and dedicated environment capabilities driven by application requirements.

The Customer Traffic and Administration Services hardware are layered into the infrastructure in a virtual configuration designed to provide security, traffic management, and remote access for the infrastructure and for the applications.

### **Server Architecture**

The physical implementation of servers within the Lotus SaaS environment is highly standardized and utilizes IBM hardware.

## **8. Security and Compliance**

Security and Compliance activities in the Web Delivery Platform encompass a broad range of topics including the identification and specification of appropriate internal IBM and external governing security policies, standards, and processes.

In general, WDP attempts to apply security configurations consistent with IBM Internal specifications. This is designed to allow WDP to apply industry acceptable standards, which can be easily mapped to other international security standards and best practices such as ISO 27000 series.

IBM will perform internal IBM reviews and compliance management activities prior to deployment or major change to the Service, pursuant to the following internal IBM policies: ITCS104 - Internal Standard for IT Security of IBM Managed Systems and FIN151 - The IBM Policy for Application Systems Controls and Auditability.

In addition to security configurations, the WDP Security function identifies, establishes and documents security process documents. The documentation of supporting operational process and technology helps ensure security requirements are enabled. These processes include but are not limited to:

- Establishment of Services, which documents the build process for systems and platforms and includes configuration specification and incorporates several control activities

- User Management, which will document the process for granting modification and deletion of user access requirements as well as potential limitations to access for individual user categories such as Root access or Developer production Access
- Separation of Duties, this process identifies tasks and roles of individuals interacting with applications and systems and identifies and tracks proper and improper role and task interactions by user/groups.
- Systems Health Checking is a process by which we identify and execute activities related to validation of security configurations on a periodic basis.

In addition to the active security and process activities the WDP performs active compliance control activities such as system security testing, and compliance artifact and document retention.

## 9. Backup and Restore

Data retention policies are only applicable during the period of active entitlement, and do not reflect data retention commitments for expired entitlements or deleted accounts.

### LotusLive iNotes:

- Daily local database backups, daily disk snapshots with data retained for 7 days
- Snap mirrors provided for multiple disk and chassis failures
- Local mail backup in 7 day cycles retained for 30 days

NOTE: It is possible that a message, which is received and deleted in between daily snapshots, may not be captured by the backup system. The backup solution is used for disaster recovery purposes, and is not designed for individual mailbox restores.

### LotusLive Notes:

LotusLive Notes provides backups by maintaining four copies of each mail file. There are two in our primary data center and two in our secondary data center. LotusLive Notes strives to deliver a high availability service through use of Lotus Domino Clustering technology. Mail is replicated in real-time to the secondary site to provide for recovery in the event of a site disaster

The default retention period for user deleted email is 14 days where deleted mail can be self-restored.

### LotusLive Engage and Connections:

- Mirror backup upon content save/update/delete, near instantaneously (warm standby)
- Daily local disk backup (encrypted) retained for 30 days
- Daily off-site back-up in DR Site

NOTE: The backup solution is used for disaster recovery purposes and is not designed for individual or organizational restores.

## **8 Exceptions**

### ***8.5 Respondent's Response to the Proposed Terms and Conditions***

Respondent proposals must either:

- (1) Indicate Respondent acceptance of the State and DTS Terms and Conditions exactly as presented in this RFP; or,
- (2) If the Respondent is proposing different terms and conditions, the Respondent proposal submitted in response to this RFP must specifically list word for word the Respondent's proposed wording for the specific Terms and Conditions change requested as the Respondent would like them to read.

Respondents must also submit any Respondent agreements that the State may be expected to sign with the contract, so they can be incorporated into contract documents. This includes Software License Agreements, Software Support Agreements, Professional Services Agreements, and any other Respondent agreements that the State may need to sign.

IBM and the State have previously negotiated terms and conditions for the sale of software and services under Agreement Numbers 076225 (services) and 54200 (software). In an effort to build on this past teamwork, IBM proposes that the State and IBM utilize the terms and conditions contain in these previously negotiated agreements as the basis for these services. We believe these agreements address the key terms contained in the State's RFP and provide a sound contractual basis for the work contemplated under this RFP. We would also include a Statement of Work for our services, as well as the additional terms and conditions specific to our proposed offering. IBM would be pleased to discuss with the State any terms and conditions beyond those that the parties mutually decide should be included as unique to these services at the time of negotiations. We would then propose that these additional terms and conditions, which would be specific to these services, be added to the SOW, or as a supplement to the current negotiated agreements, as applicable.

#### ***IBM's LotusLive Software***

IBM's LotusLive Software as a Service (SaaS) offerings are acquired through IBM's "International Passport Advantage Agreement (IPAA)". The State of Utah has agreed to the IPAA and uses it to purchase IBM software products. The following documents are supplements to the IPAA and cover aspects of SaaS not addressed in the IPAA.

***Please see attachment: Z125 8218 00 FTU for Enterprises 06092010.pdf***

***Please see attachment: LotusLive TOU Enterprise 12132010.pdf***



# International Passport Advantage Agreement

## Attachment for Fixed Term Use – Enterprise Version

The terms of this Attachment for Fixed Term Use ("Attachment") and the governing Terms of Use for each Fixed Term Use offering are in addition to those of the IBM International Passport Advantage Agreement ("Agreement"), and govern the transaction when IBM provides access to and use of software functionality to you as a Service. For orders subject to the IBM International Passport Advantage Agreement, the Customer Originating Company and each of the participating Enterprise Companies accepts the terms of this Attachment without modification by signing below.

### 1. Definitions

**Affiliate** – any legal entity that, by more than 50% owns, is owned by, or is under common ownership with IBM.

**Acceptable Use Policy** – the Acceptable Internet Use Policy for IBM Services, attached herein as Appendix A and located on the Internet at <http://www.ibm.com/services/aup.html>, and any subsequent modification. You agree to comply with the Acceptable Use Policy and you are responsible for compliance with the Acceptable Use Policy by your Users.

**Content** – information, software, and data, including, without limitation, any hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets or servlets that you or your Users create, install, upload, receive from a third party or transfer in connection with your use of the Service.

**Software** – Programs, enabling code, client software and plug-ins, and all associated documentation provided to you by IBM to facilitate access to and use of the Service. Your use of underlying Software is solely for the purpose of accessing and using the Service. If Software is to be licensed, it will be under a separate agreement, e.g. the International Program License Agreement.

**Service** – access to Software and infrastructure over the Internet, and technical support as described in Section 3, that is governed by this Attachment. Service includes your right to (i) access Software (in object code and executable code format only), and (ii) use such Software solely for the purpose of accessing and using the Service. The Service is governed by the Terms of Use. The Service is deemed an Eligible Product under the Agreement. The Service, however, is not a Program and no license is granted to you under this Attachment or otherwise.

**Term** – period specified in the Proof of Entitlement as the "Software Subscription and Support Coverage Dates". The Term begins on the date that your order is accepted by IBM; on the calendar day following the expiration of a prior Term; or on the calendar day following the Anniversary Date, as applicable.

**Terms of Use** – sets forth the terms under which IBM will provide you with access to and use of the Service, i.e. the "Fixed Term Use" offering.

**Users** – entities or individuals that access or use the Service. You are responsible for obtaining any necessary authorizations with respect to your Users to enable IBM to provide the Service.

### 2. Terms of Use

The Terms of Use combine with the Agreement and Attachment to govern your use of the Service (the "Fixed Term Use" offering) and are attached hereto as an exhibit. The written Terms of Use attached hereto will take precedence over any online or "clickthrough" Terms of Use, provided however, that the online Terms of Use will apply to all Permitted Invitees. You agree to comply with the Terms of Use and you are responsible for compliance with the Terms of Use by your Users.

IBM reserves the right to modify Terms of Use at any time for all customer generally. You will have thirty (30) days from receipt of the revised terms to notify IBM in writing if you agree with them. If the revised terms have a material adverse effect on you, and you do not agree to them, then you may terminate your entitlement for the Service effective at the end of the thirty day notification period, unless IBM shall withdraw the modification or the parties reach mutual agreement to amend the modification, within such thirty day period. If you do not notify IBM within such thirty day notification period then you will be deemed to have agreed to the revised terms. Your continued use of the Software or Service constitutes your acceptance to be bound by any such revised terms.

### 3. Ownership of Service

IBM and its suppliers own the Service and the underlying Software. You agree that title to, ownership of and all rights in and to patents, copyrights, trademarks, and all other intellectual property rights in the Service, and any copy or part of the Service will remain with IBM and its suppliers. IBM may subcontract the Service, or any part thereof, including technical support, to subcontractors selected by IBM.

### 4. Technical Support

IBM will provide technical support for the Services during the Term as described on the website or in the Terms of Use for the Service.

### 5. Automatic Renewal of Fixed Term Use

Notwithstanding any contrary terms in the Agreement, the Service shall not be subject to automatic renewal following expiration of its Term unless otherwise agreed by the parties and provided in a proof of entitlement.

#### 5.1 Anniversary Coordination

For Passport Advantage customers entering into this agreement for Terms of six months or more, initial or subsequent Terms entered into on a date other than the Anniversary may be renewed at the next Anniversary for an additional period, at a pro-rated renewal charge, in order to extend the Term to the following Anniversary, unless otherwise provided in an appendix or exhibit to the Terms of Use.

### 6. Service Subscription Changes

You may increase but may not decrease your level of Service subscription during the Term, unless otherwise provided in an appendix or exhibit to the Terms of Use. You may decrease your level of Service subscription by ordering a lower level for a subsequent Term.

### 7. Indemnification by You

- a. You agree to defend, indemnify, and hold harmless IBM and its Affiliates and their officers, directors, employees, consultants, agents, and suppliers from and against any and all third party claims, liabilities, damages, and/or costs (including, but not limited to, fees, costs and other expenses of attorneys and expert witnesses) arising out of or related to:
  - (1) all Content;
  - (2) use of the Service or underlying Software by you or your Users;
  - (3) any violation of this Attachment, Acceptable Use Policy, the applicable Terms of Use and their exhibits or applicable law by you or your Users; or
  - (4) actual or alleged infringement by you or your Users, or any person accessing the Service using a password or access key belonging to you or your Users, of any intellectual property or privacy or other right of any third party; or
  - (5) any unauthorized use of the Service or underlying Software by you or your Users, or any person accessing the Service using a password or access key belonging to you or your Users.
- b. For indemnification under this Section 7, IBM will:
  - (1) promptly notify you in writing of the claim; and
  - (2) allow you to control, and will cooperate with you in, the defense and any related settlement negotiations.

### 8. Representations and Warranties

IBM represents and warrants that it provides the Service using reasonable care and skill. IBM does not warrant uninterrupted or error-free operation of any Service or that IBM will correct all defects.

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES OF TITLE AND NON-INFRINGEMENT. THESE WARRANTIES**

GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## **9. LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES**

The limitations and exclusions in this Section 9 (Limitation of Liability) apply to the full extent they are not prohibited by applicable law without the possibility of contractual waiver.

### **9.1 Items for Which IBM May Be Liable**

Circumstances may arise where, because of a default on IBM's part or other liability, you are entitled to recover damages from IBM. Regardless of the basis on which you are entitled to claim damages from IBM (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), IBM's entire liability for all claims in the aggregate arising from or related to the Software or Service or otherwise arising under this Attachment and the applicable Terms of Use and exhibits incorporated herein will not exceed the amount of any 1) damages for bodily injury (including death) and damage to real property and tangible personal property, 2) amounts payable to the customer under IBM's indemnification obligations in Section 8 (Intellectual Property Protection) and 3) other actual direct damages, up to the charges (if the Service is subject to fixed term charges, up to twelve months' charges) you paid for the Service.

This limit also applies to any of IBM's program developers and suppliers. It is the maximum for which IBM and its program developers and suppliers are collectively responsible.

### **9.2 Items for Which IBM Is Not Liable**

**UNDER NO CIRCUMSTANCES IS IBM, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:**

- a. **LOSS OF, OR DAMAGE TO DATA;**
- b. **SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR**
- c. **LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.**

## **10. Business Contact Information**

You authorize International Business Machines Corporation and its subsidiaries (and their successors and assigns, contractors and IBM Business Partners) to store and use your business contact information, including names, phone numbers, and e-mail addresses, wherever they do business, in connection with IBM Programs and Services or in furtherance of IBM's business relationship with customers, in accordance with IBM's Privacy Policy at <http://www.ibm.com/privacy/>. However, IBM will not provide or sell such business contact information to any other third party for any other purpose.

## **11. Suspension**

In the event of a breach of the Terms of Use or Acceptable Use Policy, misappropriation of IBM intellectual property or violation of applicable law by your Users, IBM reserves the right to suspend or revoke the offending User's access to the Service, and/or delete the offending User's Content, at any time. IBM will notify you of any suspension or revocation action.

## **12. Termination**

IBM may terminate this Attachment or your access to any Service for cause if you do not comply with the terms of this Attachment, and such noncompliance is not remedied within a reasonable time after receiving written notice from IBM. If IBM terminates this Attachment or your access to the Service for cause, IBM is not obligated to issue a refund or credit for any unused portion of the Service. IBM may withdraw the Service in its entirety on 12 months' written notice by letter or e-mail. Upon termination, your access and other rights to the Service will be cancelled and cease. In such event you and your Users must cease any further use of the Service and destroy any copies of the associated Software within your

possession or control. Any terms of this Attachment which by their nature extend beyond the termination remain in effect until fulfilled, and apply to both of our respective successors and assignees.

### 13. Governing Law and Jurisdiction

This Attachment, including the Terms of Use and their respective exhibits incorporated by reference herein, and the relationship between you and IBM resulting from your use or attempted use of the Service or Software, and the resolution of any dispute arising out of that relationship, will all be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to conflict of law principles. The parties expressly waive any right to a jury trial for disputes related to the subject matter of these Terms of Use. Unless otherwise provided by local law without the possibility of contractual waiver or limitation, any legal or other action related to a breach of these Terms of Use must be commenced no later than two (2) years from the date on which the cause of action arose. All rights, duties, and obligations are subject to the courts of the State of New York, United States of America.

### 14. Security Responsibilities

You agree to protect the privacy rights of you Users under all applicable laws and regulations. You will obtain and maintain consent from all Users to your access, monitoring, use or disclosure of User Content, and to IBM providing you with the ability to do so. You will use reasonable efforts to prevent unauthorized use of the Service, and to terminate any unauthorized use.

Each party will promptly notify the other of any unauthorized use of, or access to, the Services of which it becomes aware.

### 15. Confidentiality

The terms and conditions of the Agreement, Attachment, Terms of Use and their respective exhibits will be treated as Confidential Information under CDA#\_\_\_\_\_ between the parties. Nothing will be deemed to prohibit generally discussing the relationship between the parties or the terms and conditions of the LotusLive contract documents in press releases and references, subject to such confidentiality obligations.

The complete agreement between the parties consists of the Agreement, this Attachment for Fixed Term Use and the applicable Terms of Use and their exhibits, which are incorporated herein by reference. If there is a conflict among these documents, they will be interpreted in accordance with following order of precedence, with the first order document prevailing over subsequent order documents: 1) Terms of Use and their exhibits, 2) this Attachment for Fixed Term Use and 3), the Agreement. In entering into this agreement, neither party is relying on any representation not specified in this agreement, including without limitation any representations concerning: i) performance or function of the Service, other than as expressly warranted in Section 8, ii) the experiences or recommendations of other parties; or iii) results or savings you may achieve.

Agreed to:

Agreed to:

By \_\_\_\_\_

By \_\_\_\_\_

Customer Authorized signature

Authorized signature

Name (type or print):

Name (type or print)

Date:

Date:

Agreement number / Site number:

Customer number:

Customer address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## IBM LotusLive Terms of Use – Enterprise Version



### LotusLive Engage, LotusLive Meetings, LotusLive iNotes, LotusLive Connections, and LotusLive Notes

#### Part 1 – General Terms

##### 1. Purpose

These LotusLive Terms of Use ("Terms of Use") set forth the terms under which IBM will provide you with access to and use the Service.

##### 2. Definitions

All capitalized terms defined in these Terms of Use have the meanings set forth below.

**Acceptable Use Policy** – the Acceptable Internet Use Policy for IBM Services located on the Internet at [www.ibm.com/services/e-business/aup.html](http://www.ibm.com/services/e-business/aup.html), and any subsequent modification.

**Affiliate** – any legal entity that, by more than 50% owns, is owned by, or is under common ownership with IBM.

**Content** – all data, software and information including, without limitation, any hypertext markup language files, email messages, scripts, programs, recordings, sound, video, music, graphics, images, applets or servlets that you create, install, upload, receive from a third party or transfer in connection with your use of the Service.

**Evaluation Period** – such period that begins when you agree to these Terms of Use and ends upon the earliest of (1) the end date specified by IBM when you were provided access to the Service or (2) the date on which your access to the Service is disabled by IBM. Should IBM provide you with an Evaluation Period, there is no charge for your use of the Service or Software, in accordance with these Terms of Use, during the Evaluation Period.

**Service** – the LotusLive software-as-a-service ("SaaS") offering named on the first page of these Terms of Use.

**Software** – the software and all associated documentation and other materials provided to you by IBM or its Affiliates to facilitate access to and use of the Service. If Software is to be licensed, it will be under a separate agreement, e.g. the IBM International Program License Agreement.

##### 2.1 General Charge Terms

Authorized User is a unit of measure by which the Service may be purchased. An Authorized User is a unique person who is given access to the Service. The Service may be installed on any number of computers or servers and each Authorized User may have simultaneous access to any number of instances of the Service at one time. Licensee must obtain separate, dedicated entitlements for each Authorized User accessing the Service in any manner directly or indirectly (for example: via a multiplexing program, device, or application server) through any means. An entitlement for an Authorized User is unique to that Authorized User and may not be shared, nor may it be reassigned other than for the permanent transfer of the Authorized User entitlement to another person.

Host with up to X Participants is the unit of measure by which this Service is obtained. The Host is a specific user with access rights to a personal account that allows them to hold an unlimited number of meetings with up to the number of participants specified in the Service Proof of Entitlement. Only one meeting per Host can be held at one time. Usage (i.e., minutes) is unlimited.

##### 3. Access to Service

Subject to your compliance with these Terms of Use, IBM hereby grants you a revocable, non-exclusive, nontransferable right to access and use the Service. You agree that IBM is not providing you with access to the Internet in order to use the Service and that you remain responsible for Internet access. Certain

Software that forms part of the Service may be licensed under separate terms and conditions which will be presented to you at the time of download. In the event of a conflict between such additional terms and conditions and these Terms of Use, these Terms of Use will prevail. Separately licensed Software provided with the Service can only be used in conjunction with the Service. The Service is provided with Restricted Rights for U.S. Government users.

#### **4. Inviting users to participate in LotusLive**

The Service may enable you to share documents with, or otherwise invite, individuals or entities, to participate in the Service for the purpose of collaboration ("Permitted Invitees"). Permitted Invitees may have access to certain aspects of the Service and must agree to these Terms of Use. For Permitted Invitees, IBM may revoke access to the Service for any reason in its sole discretion.

#### **5. Restrictions**

The Service is to be used by individuals and entities solely for messaging, Web conferencing, collaboration and related activities in which you are an active participant with others, and only as permitted under these Terms of Use and Acceptable Use Policy. Under no circumstances may you resell, redistribute, or sublicense the Services, or use the Services on a timeshare or service bureau basis, or to operate a Website or host an online business unless expressly permitted under another written agreement between you and IBM. You may not use the Services for the development, production or marketing of a service or product substantially similar to the Services.

##### **5.1 Restricted Use for LotusLive Enterprise Deployment and LotusLive for Lotus Customers with Active Support and Subscription**

If your legal entity has acquired a Proof of Entitlement for LotusLive Engage for Enterprise Deployment, LotusLive Engage for Lotus Customers with Active Support and Subscription, LotusLive Meetings for Enterprise Deployment, or LotusLive Meetings for Lotus Customers with Active Support and Subscription, then you may have up to 200 attendees on a LotusLive Web meeting. Only individuals within your Enterprise that have a current subscription and Proof of Entitlement to any LotusLive Service, excluding LotusLive iNotes, may utilize the functions of LotusLive Engage for Enterprise Deployment, LotusLive Meetings for Enterprise Deployment, LotusLive Engage for Lotus Customers with Active Support and Subscription, or LotusLive Meetings for Lotus Customers with Active Support and Subscription. This restriction shall not affect Permitted Invitees who are not employees of your Enterprise

##### **5.2 Restricted Use for LotusLive iNotes**

LotusLive iNotes mailboxes may only be created for Authorized Users on a one to one basis. You may delete and create new mailboxes as long as the total number of mailboxes at any given time does not exceed the number of Authorized Users specified on your Proof of Entitlement.

##### **5.3 LotusLive Notes Use Requirements**

Use of the LotusLive Notes Service requires either:

- A. A Proof of Entitlement (PoE) for "IBM LotusLive Notes," which includes a Fixed Term License (FTL) for the IBM LotusLive Notes Client Download sufficient to cover all requested Authorized Users for the Service. The Software is licensed on a FTL basis and may be used only in connection with the Service. The duration of the FTL is coterminous with the Service.

— or —

- B. A Proof of Entitlement (PoE) for "IBM LotusLive Notes Step Up", and
- C. A license and current corresponding Subscription and Support for one of the following programs: Domino Enterprise Client Access License or Domino Messaging Client Access License or Domino Messaging Express or Domino Collaboration Express governed by a separate license agreement (e.g., IBM International Program License Agreement), with sufficient entitlements for all requested Authorized Users.

IBM reserves the right to immediately restrict access to the Service if proper licensing and Software Subscription and Support, as applicable for the Software, are not in place any time during the Term. IBM will provide notice of such violation, for which thirty (30) days will be allowed (from receipt of notice) in order to provide IBM with proof of license and Software

Subscription and Support. If proof of license and Software Subscription and Support cannot be provided within the 30 day period, IBM will consider this to be a breach in the Terms of Use.

**6. Scheduled Downtime**

The regularly scheduled maintenance window for each LotusLive service is posted on the LotusLive support page at <https://www.lotuslive.com/support/>. Other scheduled and non-scheduled down times may occur. During such times the Service will not be available for use.

**7. Updates; Applicable Terms and Authorization for Auto Updates**

These Terms of Use apply to all updates, supplements, add-on components, features, materials provided as part of IBM support, or other functionality or messages related thereto, including without limitation alterations of functionality, features, storage, security, availability, content, and other information relating to the Software or Service (collectively, "Updates") that IBM may provide or make available generally to its customers after the date that the Service commences, subject to any additional terms provided by IBM applicable to such Updates. You hereby authorize IBM to, and agree that IBM may, in accordance with IBM's standard operating procedures, automatically and in good faith transmit, access, install, and otherwise provide Updates to the Software or Service without further notice or need for consent. IBM has no obligation to, and nothing in these Terms of Use may be construed to require IBM to, create, provide, or install Updates.

**8. NOTICE REGARDING RECORDING**

THE SOFTWARE AND/OR SERVICE MAY ALLOW YOU TO RECORD MEETINGS. THE LAWS OF SOME JURISDICTIONS MAY REQUIRE THE CONSENT OF INDIVIDUALS PRIOR TO RECORDING THEIR COMMUNICATIONS. You agree to comply with all applicable laws and to obtain all necessary consents and make all necessary disclosures before using the Software and/or Service.

**9. Notice Regarding Spam, Content Blocking and Filtering**

IBM administrators monitor the Service, investigate spam attacks and apply proprietary as well as industry standard technology measures in order to block or filter messages that appear to be unsolicited and bulk, and/or malicious in nature. IBM reserves the right (but shall have no obligation) to block electronic communications from other entities on the Internet. You should be aware that such blocking or filtering may take place if deemed necessary by IBM. IBM reserves the right (but shall have no obligation) to pre-screen, review, flag, filter, modify, refuse or remove any or all Content.

**10. Privacy**

- a. Personal Information about you. You agree to allow IBM and its Affiliates to store and use the personal information about you that you provide to us in connection with your use of the Service, including without limitation, your name, phone number(s), and e-mail address(es), anywhere IBM and its Affiliates do business, in accordance with the Privacy Policy at <http://www.ibm.com/privacy/>. However, IBM will not provide or sell such personal information to any other third party for any other purpose. In connection with your use of the Service, you acknowledge and agree that: (i) your name, title, company name and photograph posted by you ("Profile") can be viewed by other users of the Service, and (ii) at any time you may request that your Profile information be removed from the Service and such Profile information will be removed.
- b. Personal Information included in your Content. THE SOFTWARE AND/OR SERVICES MAY ALLOW YOU TO INCLUDE IN YOUR CONTENT PERSONAL INFORMATION ABOUT OTHERS, THE LAWS OF SOME JURISDICTIONS MAY REQUIRE THE CONSENT OF INDIVIDUALS PRIOR TO INCLUDING THEIR PERSONAL INFORMATION IN YOUR CONTENT. You agree to comply with all applicable laws to obtain all necessary consents and make all necessary disclosures before including personal information in your Content and using the Software and Service. You confirm that you are solely responsible for any personal information that may be contained in your Content, including any information which you share with third parties, and that you are in compliance with applicable data protection laws. In connection with your use of the Service, certain features of the Service may permit you to interact or share your Content with third party websites or services. If you choose to transmit your Content or provide any other information to such third parties, you agree to be bound by any applicable third party terms of use, and IBM accepts no responsibility or liability for any such third party services.

**11. Ownership of Content**

IBM does not claim ownership of any Content. You retain your right, title, and interest in and to your Content.

**12. Responsibilities and Authorizations Regarding Content**

You are responsible for:

- a. all Content including, without limitation, its selection, creation, design, licensing, installation, accuracy, maintenance, testing, backup and support;
- b. all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Content; and
- c. the selection of controls on the access to and use of Content.

You authorize IBM to make changes to the format of Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. If you choose to transmit your Content to a third party site which may be linked to or accessible by the Service, you are providing IBM with the consent to enable such transmission of Content, and you remain liable for such transmission.

1. You will obtain all rights, licenses and/or consents necessary to allow IBM to host, cache, record, copy, display and otherwise utilize the Content for the purpose of providing the Service, including consents from any third party whose personal information you post to the Service.

**13. Acceptable Use**

You will not publish, post, upload, record, or otherwise distribute or transmit any Content, or use the Service, in any manner that violates the Acceptable Use Policy, these Terms of Use or applicable law.

**14. Confidentiality**

You agree not to disclose to others your account number and/or password for the Service. You remain responsible for all uses of your account in accordance with these Terms of Use, whether or not actually or expressly authorized by you. All information exchanged is non-confidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement. Please be aware that in certain circumstances, it is possible that Content and information regarding your use of the Service may be subject to disclosure pursuant to judicial or other government subpoenas, warrants, or orders.

**15. Compliance with Applicable Law**

Regardless of your location when you access the Service, you agree to comply with all applicable export control and sanctions laws and regulations, including but not limited to those of the United States. You may not export, re-export, divert, transfer, disclose or permit access to any portion of the Service, Software or technical information, directly or indirectly, in violation of any applicable export control or sanctions law or regulation. You are also responsible for complying with all other laws, rules, and regulations that may be applicable to your use of the Service and Software. You agree that the Services shall not be used in support of any prohibited end uses, including but not limited to, nuclear facilities, space or missile, and weapons systems (including chemical and biological) or by any prohibited end users, including but not limited to, nationals of Country Group E, identified in Supplement No. 1 to Section 740 of the U.S. Export Administration Regulations, wherever they may be located. You understand and acknowledge that IBM may use its global resources, including but not limited to, IBM Affiliates and personnel located in various countries, for the delivery of the Service. You shall provide IBM with advance written notice prior to posting Content that requires an export license for IBM to provide the Service as contemplated herein, including access by IBM or IBM Affiliates worldwide.

**16. Miscellaneous**

If any part of these Terms of Use is determined to be invalid or unenforceable, the remainder of the Terms of Use will continue in effect. If any provision(s) is found to be invalid, unenforceable, or contrary to law, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. IBM's failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision unless agreed to by IBM in a writing signed by a duly authorized representative of IBM.



## Terms of Use

### Part 2 – Country-unique Terms

The following terms replace or modify the referenced terms in Part 1. All terms in Part 1 that are not changed by these amendments remain unmodified and in effect. This Part 2 is comprised of amendments to the LotusLive Terms of Use and is organized as follows:

- Americas country amendments; and
- Europe, Middle East, and Africa country amendments.

#### AMERICAS COUNTRY AMENDMENTS

##### CANADA

#### 10. Privacy

*The following is added to Section 10 as subsection 10 c :*

For purposes of this subsection, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

##### (1) General

- (a) Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").
- (b) Neither party will request Personal Data beyond what is necessary to fulfill the purpose(s) for which it is requested. The purpose(s) for requesting Personal Data must be reasonable. Each party will agree in advance as to the type of Personal Data that is required to be made available.

##### (2) Security Safeguards

- (a) Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.
- (b) Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.
- (c) Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.
- (d) Additional or different services required to comply with the Laws will be deemed a request for new services.

##### (3) Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

##### (4) Access Requests

- (a) Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.
- (b) Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.
- (c) Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

## (5) Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

## (6) Public Bodies Who Are Subject to Public Sector Privacy Legislation

For Customers who are public bodies subject to public sector privacy legislation, this subsection 10 c applies only to Personal Data made available to Customer in connection with this Agreement, and the obligations in this subsection 10 c apply only to Customer, except that: 1) clause (2)(a) applies only to IBM; 2) clauses (1)(a) and (4)(a) apply to both parties; and 3) clause (4)(b) and the last sentence in (1)(b) do not apply.

**EUROPE, MIDDLE EAST, AFRICA (EMEA) COUNTRY AMENDMENTS****EUROPEAN UNION MEMBER STATES AND THE COUNTRIES IDENTIFIED BELOW**

**Iceland, Liechtenstein, Norway, Switzerland, Turkey and any other European country that has enacted local data privacy or protection legislation similar to the EU model.**

*The following language is added as Section 16: Business Contact Information*

**21. Business Contact Information**

- (1) **Definitions** – For the purposes of this Section 16, the following additional definitions apply:
  - (a) **Business Contact Information** – business-related contact information disclosed by you to IBM, including names, job titles, business addresses, telephone numbers and email addresses of your employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about you and your contractors as legal entities (for example, your revenue data and other transactional information)
  - (b) **Business Contact Personnel** – your employees and contractors to whom the Business Contact Information relates.
  - (c) **Data Protection Authority** – the authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.
  - (d) **Data Protection & Electronic Communications Legislation** – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.
  - (e) **IBM Group** – International Business Machines Corporation of Armonk, New York, USA, its subsidiaries, and their respective Business Partners and subcontractors.
- (2) You authorize IBM to:
  - (a) process and use Business Contact Information within IBM Group in support of you including the provision of support services, and for the purpose of furthering the business relationship between you and IBM Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing IBM Group products and services (the "Specified Purpose"); and
  - (b) disclose Business Contact Information to other members of IBM Group in pursuit of the Specified Purpose only.
- (3) IBM agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.

- (4) To the extent required by the Data Protection & Electronic Communications Legislation, Licensee represents that (a) it has obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable IBM Group to process and use the Business Contact Information for the Specified Purpose.
- (5) You authorize IBM to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.



## Customer Employee Portal

## Project Status Report

<b>PROJECT</b>	(Directory Build, Portal Build, and Connections Implementation)		
<b>PROJECT MANAGER</b>			
<b>REPORT PERIOD</b>	<b>Start date</b>		<b>Finish date</b>

Week ending 7/17/2009

## STATUS SUMMARY

Week 16 Documentation for Directory, Portal and Connections continue in review/approval cycle. LC - Architecture documents updated and sent for final review. - Admin Use Case and Test Plan outstanding. Continued progress on Portal production environment build. SSO configuration has run into an implementation issue. It has been decided to implement the option where junctions are created for each Domino server. This process will be documented for incorporation of future Domino servers. Password management running into issue with freeware Captcha code. IBM's recommendation is to use a Tomcat server to run with this code. Susana to work with Niro on this. Omnifind complete (in test) on all search sites provided. There are still some Domino DBs to be replicated to server. They will need to be configured and tested. Sample site map has been created but needs to be completed. Will need to bring Ray back when the production environment is ready and integration can be completed. WCM work continues and is on track with no major issues. Themes & Skins work is on track with no major issues. A presentation on the operation/functionality of the credential vault was provided to Customer. If further info or explanation is needed, a meeting will be setup to discuss. Connections test environment near completion and should be ready for initial UAT testing the week of 7/27 and full UAT testing to follow. Password management design document in Customer review/comment. PCR for password management signed.

## Status Dashboard

## Quick view status:

Overall



Work &amp; Schedule



Scope



Project Management



Delivery Team



Risks &amp; Issues Management



Software Features &amp; Implementation



Stakeholders



Milestone	Status	Start Plan/Actual		End Plan/Actual		Comments
LC Design documents	In Progress	4/9	4/9	6/22	-	In review cycle (moved end date out)
Portal Build (Dev)	Complete	5/11	5/11	6/3	6/5	Initial build complete
Connections Build(Dev)	Complete	5/11	5/18	6/10	6/5	Initial build complete
Portal Build (Test)	Complete	5/18	5/18	6/18	6/5	Initial build complete
Connections Build(Test)	In Progress	5/26	5/26	7/15	-	
Connections UI	In Progress	6/1	6/1	7/20		Initial branding implemented
Portal UI	In Progress	7/6	7/6	7/31		
WCM Author/Presentation	In Progress	6/24	6/24	8/25		
Connections UAT	Not Started	7/20		7/31		
<b>Comments (*)</b>						

## ACCOMPLISHMENTS THIS PERIOD

<b>Activities Completed</b>	<ul style="list-style-type: none"> <li>➤ Directory Build (PCR1)               <ul style="list-style-type: none"> <li>➤ Review/approve TDI installation documentation</li> </ul> </li> <li>➤ Portal (PCR 2)               <ul style="list-style-type: none"> <li>➤ Portal Build                   <ul style="list-style-type: none"> <li>• SSO implementation continued</li> <li>• Ephox setup for WCM Production</li> <li>• Download cf14 for WCM and cf1 for Persongalization</li> </ul> </li> </ul> </li> </ul>
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## Customer Employee Portal

	<ul style="list-style-type: none"> <li>• Complete URI change for WCM. Not all portlet context roots were modified.</li> <li>• Security hardening for Portal and WCM Prod.</li> <li>• Ran Omnifind script for Portal Prod</li> <li>➤ WCM Authoring/Presentation <ul style="list-style-type: none"> <li>• All Site areas implemented from AD InfoXchange Information Architecture070609.xls. Guessed on where Press Releases will go (put it under each business, but not under SA's under businesses).</li> <li>• Updated News and OA Auth templates with new business column and functions column from AD InfoXchange Information Architecture070609.xls.</li> <li>• Working on issues with VPN (no dmgr, no Share Point)</li> <li>• Created Page Navigation component and added it to OA archive page.</li> <li>• Working to incorporate requests for changes to layout</li> <li>• Changed OA template based on meeting and applied to all the test OA content.</li> <li>• Changed presentation of dates, business and region in details, archive and list</li> </ul> </li> <li>• Completed basic presentation for News details</li> <li>➤ Themes/Skins <ul style="list-style-type: none"> <li>• Continued to worked on banner</li> </ul> </li> <li>➤ Omnifind <ul style="list-style-type: none"> <li>• Testing in Non-Prod environment</li> <li>• Production build complete</li> </ul> </li> <li>➤ Password management <ul style="list-style-type: none"> <li>• Initial testing on server</li> </ul> </li> <li>➤ Connections (PCR 3) <ul style="list-style-type: none"> <li>➤ Dev/Test <ul style="list-style-type: none"> <li>• Ran full load of TDS/TAM users for Dev</li> <li>• Ran full load of Profiles database users for Dev</li> <li>• Ran full load of Profiles database users for Test</li> <li>• Resolved PMRs:80413, 80414, 80785 and 81452</li> <li>• Remediated system vulnerability scan for TDS/TAM and Lotus Connections – both dev and test</li> <li>• Added "Change Password" link to Connections page</li> <li>• Supported the team in area of TDS/TAM users and groups</li> <li>• Fixed the person image on Profiles page (Customer theme)</li> <li>• Draft Environment validation documentation</li> </ul> </li> <li>➤ Production</li> </ul> </li> <li>➤ Environment is ready for applying additional configuration changes when the changes are signed off in development and test environment</li> </ul>
<b>Deliverables Completed</b> (or first draft issued)	<ul style="list-style-type: none"> <li>➤ Connections - Architectural Decisions</li> <li>➤ Connections - Environmental Risk Assessment Document</li> <li>➤ Connections - Non-Functional Requirements</li> <li>➤ Connections – Component Architecture - Development Environment</li> <li>➤ Connections – Component Architecture – Test/Stage Environment</li> <li>➤ Connections – Component Architecture – Production/DR Environment</li> <li>➤ Connections – Training Plan</li> <li>➤ Portal - Operational Architecture – Development Environment</li> <li>➤ Portal - Operational Architecture – Test Environment</li> <li>➤ Portal - Operational Architecture – Production Environment</li> </ul>
<b>Deliverables tracking sheet</b>	See Sharepoint site
<b>ACCOMPLISHMENTS PLANNED FOR NEXT PERIOD</b>	

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## Customer Employee Portal

<b>Activities</b>	<ul style="list-style-type: none"> <li>➤ Directory Build (PCR1) <ul style="list-style-type: none"> <li>➤ Approve initial TDI installation documentation</li> </ul> </li> <li>➤ Portal (PCR 2) <ul style="list-style-type: none"> <li>➤ Review/update/approve documentation</li> <li>➤ Continue portal build <ul style="list-style-type: none"> <li>• Complete SSO Phase2 (testing with Susana's and Manny's account)</li> <li>• Setup Portal Email for WCM</li> <li>• Setup WCM variables for syndication</li> <li>• Edge Server install/setup for Portal Prod</li> <li>• Edge Server install/setup for WCM Test</li> </ul> </li> <li>➤ Continue WCM work</li> <li>➤ Themes/Skins <ul style="list-style-type: none"> <li>• Finish Banner</li> <li>• Finish on horizontal navigation (1, 2 &amp; 3)</li> <li>• Start either stock quote or skins (need to review sandbox)</li> </ul> </li> </ul> </li> <li>➤ Connections (PCR 3) <ul style="list-style-type: none"> <li>• Dev/Test environment <ul style="list-style-type: none"> <li>○ Automate TDS script without manual start</li> <li>○ Move script and customization into test environment</li> <li>○ Apply themes to test environment</li> <li>○ Work on any new issues from dev and test environment</li> <li>○ Continue support team with user/group related tasks</li> <li>○ Complete environment validation documentation</li> <li>○ Draft operation documentation deliverable for test environment</li> </ul> </li> <li>• Production Environment <ul style="list-style-type: none"> <li>○ Pending on sign off the dev/test environment</li> <li>○ Write requirement for creating production Notes database</li> </ul> </li> </ul> </li> </ul>
<b>Deliverables</b>	

Issues				
Issue ID	Date Raised	Owner	Status	Short Description
08	7/21		Open	<b>Captcha freeware code</b> 7/21 – The Captcha code implemented in the password management application is not working properly on the server. It is IBM's recommendation to run it with Tomcat. Customer to decide if they want to pursue.
07	7/14		Open	<b>Service IDs</b> 7/21 – Waiting on response from team 7/14 – Need a list of all service IDs that will be needed for production.
06	7/14		Open	<b>Credential Vault</b>

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## Customer Employee Portal

				7/14 - It has been determined that credential vault does not work the way Customer thought it would. It will take custom coding to implement to their expectations. John/David to create a document to explain.
05	6/16/09		Open	<b>SSO</b> 7/21 - There is an issue with SSO integration with Domino. TAM is blocking. Two possible solutions. <ol style="list-style-type: none"> <li>1. Create a LTPA junction for each backend domino server</li> <li>2. Create a TAM TAI junction and don't protect the Domino backend</li> </ol> Option number one has been selected. 7/14 – SSO not working with TAM. PMR open to resolve. 7/3 – Initial SSO testing successful. Next step to test with Customer id. 6/19 – in process of implementation. Request sent to Susana to update test ids in Domino directory field. 6/16 - IBM will start work this week to implement SSO in the Portal. There are infrastructure challenges that may inhibit full SSO functionality and authentication may be required again (then saved in a credential vault).
02	4/6/09		Open	<b>LC Upgrade</b> 6/16 – New release date appx 8/31 5/29 – High level estimate has been proved to Customer 5/8 – Customer has decided to go forward with partial functionality of 2.1 pending IBM to providing high level estimate of upgrade work. 4/6 -Need decision on which LC version to implement. LC2.0.1 is current version but does not contain wiki which is in LC2.5 scheduled to be released late summer.
NOTE: Closed Issues listed on previous reports				

### Top Risks

Risk Rating	Date Raised	Owner	Status	Short Description
6	4/30/2009		Open	<u>International access/performance (WAN considerations)</u>
5	4/30/2009		Open	<u>Portal UI expectations (initial mock up very busy - performance issues)</u>
4	4/30/2009		Open	<u>Integration LC 2.5 and Portal</u>
4	4/30/2009		Open	<u>Customer system support post project</u>
3	4/30/2009		Open	<u>User expectations on WCM functionality</u>

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## Customer Employee Portal

3	4/30/2009		Open	<u>Connections adoption</u>
3	7/8/2009		Open	<u>Customer's Portal Technical Architect joining project 7/20/09</u>
0	4/30/2009		Closed	<u>Licensing for TDI for sync with TDS</u>
0	4/30/2009		Closed	<u>Customer Sr Portal/Connections Architect</u>

Resource Hours				
Contract	Contract Total hours	Hours this Week	Total Hours to Date	Hours Remaining
PCR 1	380	40	288	92
PCR 2-5-6**	3849.5	222.5	1605.5	2244
PCR 3	1908	56	1088.5	819.5

**General Comments (\*):** Added hours for PCR 5 and 6 to Resource Hours table.

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# Panasonic Corporation

Ushers in cloud computing with LotusLive to connect global workforce

## The Business

- Panasonic is a market and technology leader in consumer and industrial electronics.

## The Challenge

- Panasonic's vision is to become the #1 Green Innovation Company in the Electronics Industry by 2018. Panasonic will leverage IT innovation to enable business units globally to operate as "One Panasonic." As part of its globalization efforts, the company embarked on an information technology (IT) initiative to improve competitive advantage and overall business results by helping its multiple business units work together more efficiently.

## Solution

- Adopt IBM's LotusLive cloud collaboration services to enable its workforce to communicate and collaborate more efficiently with its global network of customers, partners and suppliers.
  - Adopt **LotusLive Engage** for Web conferencing, online meetings, file sharing, instant messaging and project management.
  - Use **LotusLive Connections** for business social networking between employees, partners and suppliers to find and share the right insight.
  - Migrate employees from Microsoft Exchange or other collaboration software to **LotusLive Notes** and **LotusLive iNotes** for email, calendaring and contacts.

## Benefits

- Low cost and rapid deployment will provide cost savings.
- Superior extranet capabilities will allow Panasonic to provide a set of cloud collaboration tools for immediate access across all regions -- connecting global project teams and best practices for product research, development and sales and giving Panasonic an edge over competitors.

**Panasonic**  
Ideas for life

"LotusLive is an integral vehicle for our employees to truly function as a globally integrated enterprise. It will allow us to work securely with our extended enterprise of Panasonic partners and customers as if they are all in the same location, bringing the promise of quicker, more efficient teamwork and commerce worldwide."

Mitsuhiro Aoyama, Vice President  
Corporate Information Systems Company,  
Panasonic Corporation



[www.lotuslive.com](http://www.lotuslive.com)

# IBM Financial Statements 2009

## Consolidated Statement of Earnings

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions except per share amounts)

For the year ended December 31:

	Notes	2009	2008	2007
<b>Revenue:</b>				
Services		\$55,128	\$ 58,892	\$54,057
Sales		38,300	42,156	42,202
Financing		2,331	2,582	2,526
<b>Total revenue</b>		<b>95,758</b>	<b>103,630</b>	<b>98,785</b>
<b>Cost:</b>				
Services		37,146	40,937	39,160
Sales		13,606	15,776	16,552
Financing		1,220	1,256	1,345
<b>Total cost</b>		<b>51,973</b>	<b>57,969</b>	<b>57,057</b>
<b>Gross profit</b>		<b>43,785</b>	<b>45,661</b>	<b>41,729</b>
<b>Expense and other income:</b>				
Selling, general and administrative		20,952	23,386	22,060
Research, development and engineering	Q	5,820	6,337	6,153
Intellectual property and custom development income		(1,177)	(1,153)	(958)
Other (income) and expense		(391)	(298)	(626)
Interest expense	K&L	402	673	611
<b>Total expense and other income</b>		<b>25,647</b>	<b>28,945</b>	<b>27,240</b>
<b>Income from continuing operations before income taxes</b>		<b>18,138</b>	<b>16,715</b>	<b>14,489</b>
Provision for income taxes	P	4,713	4,381	4,071
<b>Income from continuing operations</b>		<b>13,425</b>	<b>12,334</b>	<b>10,418</b>
<b>Discontinued operations:</b>				
Income/(loss) from discontinued operations, net of tax		—	—	(00)
<b>Net income</b>		<b>\$13,425</b>	<b>\$ 12,334</b>	<b>\$10,418</b>
<b>Earnings/(loss) per share of common stock:</b>				
<b>Assuming dilution:</b>				
Continuing operations	R	\$ 10.01	\$ 8.89*	\$ 7.15*
Discontinued operations	R	—	—	(0.00)
<b>Total</b>	<b>R</b>	<b>\$ 10.01</b>	<b>\$ 8.89*</b>	<b>\$ 7.15*</b>
<b>Basic:</b>				
Continuing operations	R	\$ 10.12	\$ 9.02*	\$ 7.27*
Discontinued operations	R	—	—	(0.00)
<b>Total</b>	<b>R</b>	<b>\$ 10.12</b>	<b>\$ 9.02*</b>	<b>\$ 7.27*</b>
<b>Weighted-average number of common shares outstanding:</b>				
Assuming dilution		1,341,352,754	1,387,797,198*	1,456,890,751*
Basic		1,327,167,410	1,389,367,069*	1,433,935,221*

\* Reflects the adoption of the Financial Accounting Standards Board (FASB) guidance in determining whether instruments granted in share-based payment transactions are participating securities. See note B, "Accounting Changes," on pages 79 to 82 for additional information.

The accompanying notes on pages 70 through 128 are an integral part of the financial statements.

## Consolidated Statement of Financial Position

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions except per share amounts)

At December 31:	Notes	2009	2008
<b>Assets</b>			
<b>Current assets:</b>			
Cash and cash equivalents		\$ 12,183	\$ 12,741
Marketable securities	E	1,791	166
Notes and accounts receivable—trade (net of allowances of \$217 in 2009 and \$226 in 2008)		10,736	10,906
Short-term financing receivables (net of allowances of \$438 in 2009 and \$351 in 2008)	G	14,914	15,477
Other accounts receivable (net of allowances of \$15 in 2009 and \$55 in 2008)		1,143	1,172
Inventories	F	2,494	2,701
Deferred taxes	P	1,730	1,542
Prepaid expenses and other current assets		3,946	4,209
<b>Total current assets</b>		<b>48,935</b>	<b>49,004</b>
Plant, rental machines and other property	H	39,596	38,445
Less: Accumulated depreciation	H	25,431	24,140
Plant, rental machines and other property—net	H	14,165	14,305
Long-term financing receivables (net of allowances of \$97 in 2009 and \$179 in 2008)	G	10,644	11,183
Prepaid pension assets	U	3,001	1,601
Deferred taxes	P	4,195	7,270
Goodwill	J	20,190	18,226
Intangible assets—net	J	2,513	2,378
Investments and sundry assets	I	5,379	5,058
<b>Total assets</b>		<b>\$109,022</b>	<b>\$109,524</b>
<b>Liabilities and equity</b>			
<b>Current liabilities:</b>			
Taxes	P	\$ 3,826	\$ 2,743
Short-term debt	K&L	4,168	11,236
Accounts payable		7,436	7,014
Compensation and benefits		4,505	4,623
Deferred income		10,845	10,239
Other accrued expenses and liabilities		5,223	6,580
<b>Total current liabilities</b>		<b>36,002</b>	<b>42,435</b>
Long-term debt	K&L	21,932	22,889
Retirement and nonpension postretirement benefit obligations	U	15,953	19,452
Deferred income		3,562	3,171
Other liabilities	M	8,819	8,192*
<b>Total liabilities</b>		<b>86,267</b>	<b>95,939*</b>
Contingencies and Commitments	O		
Equity:	N		
<b>IBM Stockholders' equity:</b>			
Common stock, par value \$.20 per share and additional paid-in capital		41,810	39,129
Shares authorized: 4,687,500,000			
Shares issued (2009—2,127,016,668; 2008—2,096,981,860)			
Retained earnings		50,900	70,353
Treasury stock, at cost (shares: 2009—821,679,245; 2008—757,885,937)		(81,243)	(74,171)
Accumulated other comprehensive income/(loss)		(18,830)	(21,845)
<b>Total IBM stockholders' equity</b>		<b>22,637</b>	<b>13,465*</b>
Noncontrolling interests*		118	119*
<b>Total equity</b>		<b>22,755</b>	<b>13,584*</b>
<b>Total liabilities and equity</b>		<b>\$109,022</b>	<b>\$109,524</b>

\* Reflects the adoption of the FASB guidance on noncontrolling interests in consolidated financial statements. See note B, "Accounting Changes," on pages 79 to 82 for additional information.

The accompanying notes on pages 70 through 126 are an integral part of the financial statements.

# Consolidated Statement of Cash Flows

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions)			
For the year ended December 31:	2009	2008	2007
<b>Cash flow from operating activities from continuing operations:</b>			
Net income	\$ 13,425	\$ 12,334	\$ 10,418
(Income)/loss from discontinued operations	—	—	00
Adjustments to reconcile income from continuing operations to cash provided by operating activities:			
Depreciation	3,773	4,140	4,038
Amortization of intangibles	1,221	1,310	1,163
Stock-based compensation	558	669	713
Deferred taxes	1,773	1,900	740
Net gain on asset sales and other	(395)	(338)	(89)
Change in operating assets and liabilities, net of acquisitions/divestitures:			
Receivables (including financing receivables)	2,131	274	(1,405)
Retirement related	(2,465)	(1,773)	(228)
Inventories	263	(102)	182
Other assets/other liabilities	319	1,268	706
Accounts payable	170	(860)	(142)
<b>Net cash provided by operating activities from continuing operations</b>	<b>20,773</b>	<b>18,812</b>	<b>16,094</b>
<b>Cash flow from investing activities from continuing operations:</b>			
Payments for plant, rental machines and other property	(3,447)	(4,171)	(4,630)
Proceeds from disposition of plant, rental machines and other property	330	350	537
Investment in software	(630)	(716)	(875)
Purchases of marketable securities and other investments	(5,604)	(4,590)	(24,117)
Proceeds from disposition of marketable securities and other investments	3,599	6,100	24,984
Non-operating finance receivables—net	(184)	(16)	125
Divestiture of businesses, net of cash transferred	400	71	310
Acquisition of businesses, net of cash acquired	(1,194)	(6,313)	(1,009)
<b>Net cash used in investing activities from continuing operations</b>	<b>(6,729)</b>	<b>(9,285)</b>	<b>(4,875)</b>
<b>Cash flow from financing activities from continuing operations:</b>			
Proceeds from new debt	6,883	13,829	21,744
Payments to settle debt	(13,485)	(10,248)	(11,306)
Short-term (repayments)/borrowings less than 90 days—net	(651)	(5,025)	1,674
Common stock repurchases	(7,429)	(10,578)	(16,828)
Common stock transactions—other	3,052	3,774	4,123
Cash dividends paid	(2,860)	(2,585)	(2,147)
<b>Net cash used in financing activities from continuing operations</b>	<b>(14,700)</b>	<b>(11,834)</b>	<b>(4,740)</b>
Effect of exchange rate changes on cash and cash equivalents	98	59	294
<b>Net cash used in discontinued operations from: operating activities</b>	<b>—</b>	<b>—</b>	<b>(5)</b>
<b>Net change in cash and cash equivalents</b>	<b>(558)</b>	<b>(2,250)</b>	<b>6,969</b>
Cash and cash equivalents at January 1	12,741	14,991	8,022
<b>Cash and cash equivalents at December 31</b>	<b>\$ 12,183</b>	<b>\$ 12,741</b>	<b>\$ 14,991</b>
<b>Supplemental data:</b>			
Income taxes paid—net of refunds received	\$ 1,567	\$ 2,111	\$ 2,608
Interest paid on debt	\$ 1,240	\$ 1,460	\$ 1,485
Capital lease obligations	\$ 13	\$ 41	\$ 57

The accompanying notes on pages 70 through 122 are an integral part of the financial statements.



# Consolidated Statement of Changes in Equity

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions)

	Common Stock and Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income/ (Loss)	Total IBM Stockholders' Equity*	Non- controlling Interests*	Total Equity*
<b>2007**</b>							
Equity, January 1, 2007	\$31,271	\$52,432	\$(46,296)	\$(8,901)	\$ 28,506	\$129	\$ 28,635
Cumulative effect of change in accounting principle†		117			117		117
Net income plus other comprehensive income/(loss):							
Net income		10,418			\$ 10,418		\$ 10,418
Other comprehensive income/(loss), net of tax:							
Net unrealized gains/(losses) on cash flow hedge derivatives (net of tax benefit of \$32)				(123)	(123)		(123)
Foreign currency translation adjustments (net of tax benefit of \$563**)				726	726		726
Retirement-related benefit plans:							
Prior service costs/(credits) (net of tax expense of \$31)				44	44		44
Net gains/(losses) (net of tax expense of \$1,913)				3,611	3,611		3,611
Amortization of prior service costs/(credits) (net of tax benefit of \$50)				(85)	(85)		(85)
Amortization of net gains/(losses) (net of tax expense of \$654)				1,110	1,110		1,110
Amortization of transition assets (net of tax benefit of \$1)				(2)	(2)		(2)
Net unrealized gains/(losses) on marketable securities (net of tax expense of \$132)				206	206		206
Total other comprehensive income/(loss)					5,487		5,487
Subtotal: Net income plus other comprehensive income/(loss)					\$ 15,905		\$ 15,905
Cash dividends declared—common stock		(2,147)			(2,147)		(2,147)
Common stock issued under employee plans (49,137,038 shares)	4,332				4,332		4,332
Purchases (1,282,131 shares) and sales (9,282,055 shares) of treasury stock under employee plans—net		(179)	729		550		550
Other treasury shares purchased, not retired (178,385,436 shares)	(405)		(18,378)		(18,783)		(18,783)
Changes in other equity	(10)				(10)		(10)
Changes in noncontrolling interests						16	16
Equity, December 31, 2007	\$35,188	\$60,640	\$(63,945)	\$(3,414)	\$ 28,470	\$145	\$ 28,615

\* Reflects the adoption of the FASB guidance on noncontrolling interests in consolidated financial statements. See note B, "Accounting Changes," on pages 79 to 82 for additional information.

\*\* Reclassified to conform with 2009 presentation.

†† Reflects the adoption of the FASB guidance for uncertain tax positions. See note B, "Accounting Changes," on pages 79 to 82 for additional information.

††† Foreign currency translation adjustments are presented gross except for any associated hedges which are presented net of tax.

The accompanying notes on pages 70 through 120 are an integral part of the financial statements.

# Consolidated Statement of Changes in Equity

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions)

	Common Stock and Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income/ (Loss)	Total IBM Stockholders' Equity*	Non- controlling Interests*	Total Equity*
<b>2008**</b>							
Equity, January 1, 2008	\$ 35,188	\$ 60,640	\$(63,045)	\$ (3,414)	\$ 28,470	\$ 145	\$ 28,615
Net income plus other comprehensive income/(loss):							
Net income		12,334			\$ 12,334		\$ 12,334
Other comprehensive income/(loss), net of tax:							
Net unrealized gains/(losses) on cash flow hedge derivatives (net of tax expense of \$79)				301	301		301
Foreign currency translation adjustments (net of tax benefit of \$153*)				(3,552)	(3,552)		(3,552)
Retirement-related benefit plans:							
Prior service (credits)/costs (net of tax benefit of \$86)				(136)	(136)		(136)
Net (losses)/gains (net of tax benefit of \$8,436)				(15,245)	(15,245)		(15,245)
Curtailments and settlements (net of tax expense of \$9)				16	16		16
Amortization of prior service (credits)/costs (net of tax benefit of \$73)				(132)	(132)		(132)
Amortization of net gains/(losses) (net of tax expense of \$358)				640	640		640
Net unrealized gains/(losses) on marketable securities (net of tax benefit of \$207)				(324)	(324)		(324)
Total other comprehensive income/(loss)					(18,431)		(18,431)
Subtotal: Net income plus other comprehensive income/(loss)					\$ (6,097)		\$ (6,097)
Cash dividends declared—common stock		(2,585)			(2,585)		(2,585)
Common stock issued under employee plans (39,374,439 shares)	3,919				3,919		3,919
Purchases (1,605,107 shares) and sales (6,882,800 shares) of treasury stock under employee plans—net		(36)	391		355		355
Other treasury shares purchased, not retired (89,890,347 shares)	54		(10,618)		(10,563)		(10,563)
Changes in other equity	(33)				(33)		(33)
Changes in noncontrolling interests						(26)	(26)
Equity, December 31, 2008	\$ 39,129	\$ 70,353	\$(74,171)	\$(21,845)	\$ 13,465	\$ 119	\$ 13,584

\* Reflects the adoption of the FASB guidance on noncontrolling interests in consolidated financial statements. See note B, "Accounting Changes," on pages 79 to 82 for additional information.

\*\* Reclassified to conform with 2009 presentation.

\* Foreign currency translation adjustments are presented gross except for associated hedges which are presented net of tax.

The accompanying notes on pages 70 through 126 are an integral part of the financial statements.

## Consolidated Statement of Changes in Equity

INTERNATIONAL BUSINESS MACHINES CORPORATION AND SUBSIDIARY COMPANIES

(\$ in millions)

	Common Stock and Additional Paid-in Capital	Retained Earnings	Treasury Stock	Accumulated Other Comprehensive Income/ (Loss)	Total IBM Stockholders' Equity*	Non- controlling Interests*	Total Equity*
<b>2009</b>							
Equity, January 1, 2009	\$ 89,129	\$ 70,353	\$(74,171)	\$(21,845)	\$ 13,465	\$119	\$ 13,584
Net income plus other comprehensive Income/(loss):							
Net income		13,425			\$ 13,425		\$ 13,425
Other comprehensive Income/(loss), net of tax:							
Net unrealized gains/(losses) on cash flow hedge derivatives (net of tax benefit of \$256)				(556)	(556)		(556)
Foreign currency translation adjustments (net of tax benefit of \$57**)				1,732	1,732		1,732
Retirement-related benefit plans:							
Prior service costs/(credits) (net of tax expense of \$146)				229	229		229
Net (losses)/gains (net of tax expense of \$439)				994	994		994
Curtailments and settlements (net of tax benefit of \$93)				(93)	(93)		(93)
Amortization of prior service (credits)/costs (net of tax benefit of \$85)				(107)	(107)		(107)
Amortization of net gains/(losses) (net of tax expense of \$402)				704	704		704
Net unrealized gains/(losses) on marketable securities (net of tax expense of \$71)				111	111		111
Total other comprehensive Income/(loss)					3,015		3,015
Subtotal: Net income plus other comprehensive Income/(loss)					\$ 16,440		\$ 16,440
Cash dividends declared—common stock		(2,860)			(2,860)		(2,860)
Common stock issued under employee plans (30,034,803 shares)	3,011				3,011		3,011
Purchases (1,550,846 shares) and sales (6,408,265 shares) of treasury stock under employee plans—net		(19)	462		443		443
Other treasury shares purchased, not retired (69,680,727 shares)			(7,534)		(7,534)		(7,534)
Changes in other equity	(330)				(330)		(330)
Changes in noncontrolling interests						(1)	(1)
Equity, December 31, 2009	\$ 41,810	\$ 60,900	\$(61,243)	\$(18,830)	\$ 22,637	\$118	\$ 22,753

\* Reflects the adoption of the FASB guidance on noncontrolling interests in consolidated financial statements. See note B, "Accounting Changes," on pages 79 to 80 for additional information.

\*\* Foreign currency translation adjustments are presented gross except for any associated hedges which are presented net of tax.

The accompanying notes on pages 70 through 126 are an integral part of the financial statements.



# Proposal for State of Utah

## Utah Hosted Email, Communication and Collaboration Services

### Cost Proposal

Presented to State of Utah

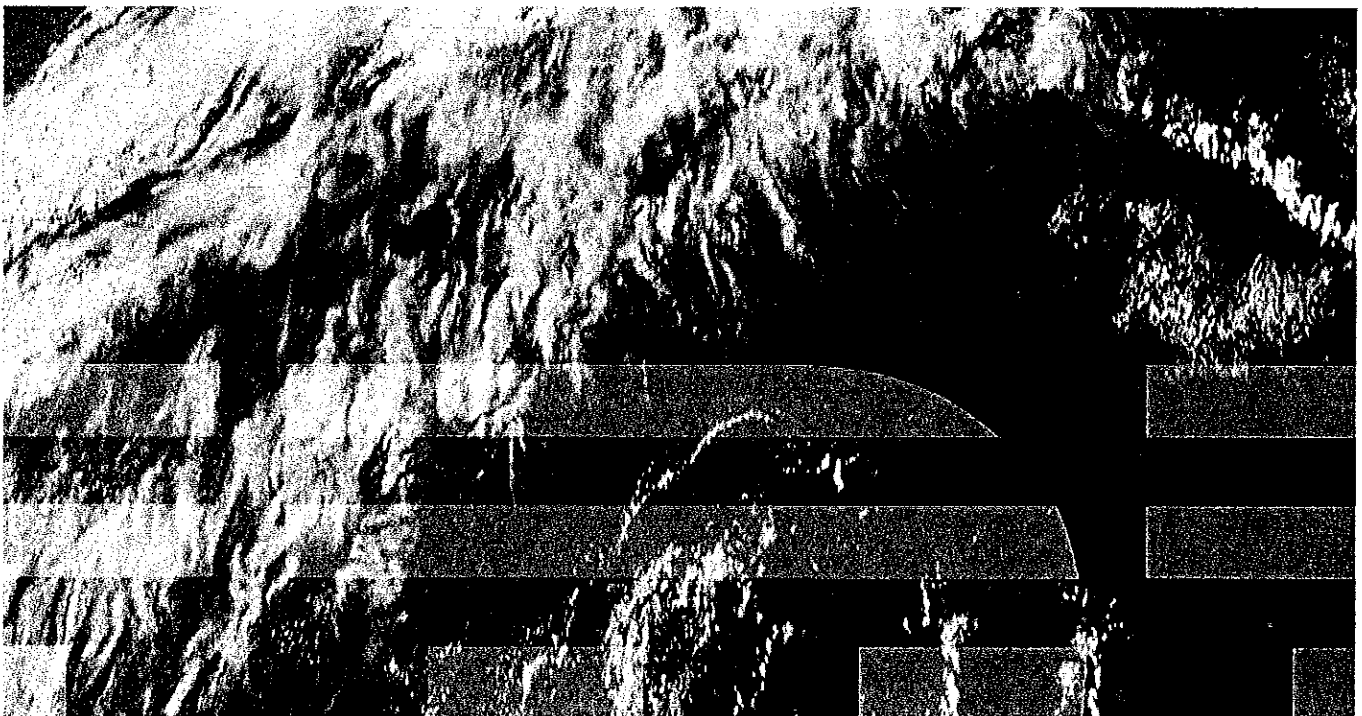
By Jane Brammer

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February 1, 2011



## State of Utah RFP – Cost Proposal



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## 6. Business Cost Analysis (Section 6.0.1)

### 6.0.1 Business Cost Analysis

(M) The business cost analysis is a summary of business costs and must include a five-year summary by year of ongoing costs and general cost categories, including initial implementation and migration non-recurring costs. A unit cost per user, based on 20,000 to 30,000 users must be provided for each of the five years, and an average cost per user over the full five-year life of the project. Any (DR) items that require extra costs should be separately detailed and priced in the cost summaries as optional capabilities.

The requirements in this RFP guide us to respond with our most comprehensive solution, which combines LotusLive Notes and LotusLive Engage (Software Option One) for messaging and collaboration, however, LotusLive also offers alternative messaging and collaboration services at a lower cost that may be appropriate for some users with LotusLive iNotes and LotusLive Connections (Software Option Two).

IBM's approach to providing email and collaboration begins with understanding the user communities and their needs. Most email and collaboration solutions in the market today provide one-size-fits-all solutions that either leave users dissatisfied by lack of capabilities or cost more than needed by providing capabilities that are not used. IBM recognizes that all users are not alike and has built a collaboration portfolio with each user group in mind.

If the State has a subset of users that don't require all of the capabilities listed in your requirements, we have a solution that provides the essentials of a messaging and collaboration environment. The solution offered in Software Option Two could be a valid alternative, and we have included pricing for this solution below.

To help differentiate the two solutions:

LotusLive iNotes includes a webmail client that will be instantly familiar to users and requires virtually no training. It also supports mobile device access to email via standards based IMAP and SMTP. The use of standards based IMAP makes LotusLive iNotes email accessible on virtually any operating system or mobile device, including the iPhone, iPad, Android, Windows Phone, WebOS. This compares with the LotusLive Notes Traveler or BES offerings, the mobile solutions for Software Option One, which extends that functionality to include calendar and contact synchronization as well as device management capabilities. While calendar or inbox delegation is not supported in LotusLive iNotes, it is fully integrated with the proposed Sonian archiving solution. The Option Two collaboration product, LotusLive Connections, has a subset of LotusLive Engage functionality and shares many major features including Activities, To-Do, and File sharing but does not include the web meeting or charting capability.

You could choose one of these options for your entire user population, and that's how we've priced it below. However, we welcome the opportunity to work with you to refine the actual expenditure by the state and match the right capabilities to the varying roles that encompass the State's businesses, possibly with a mix of the two solutions. We would be happy to conduct an end user segmentation workshop to provide an approach for this analysis and refine our pricing accordingly.

The following offers are valid through March 31, 2011.

## State of Utah RFP – Cost Proposal

**Complete Collaboration Solution – Software Option One**

LotusLive Notes	LotusLive Engage
<ul style="list-style-type: none"> <li>• Access e-mail via LotusLive Notes web or rich desktop client option anytime, anywhere</li> <li>• Robust calendaring and scheduling</li> <li>• Integrated Sametime instant messaging</li> <li>• 25 GB mailbox per user</li> <li>• Mobile options</li> <li>• Built-in spam and virus protection</li> <li>• Easy-to-use administration &amp; account management tools</li> <li>• Transparent, demonstrable security and data management practices that satisfy the requirements of businesses</li> </ul>	<ul style="list-style-type: none"> <li>• Host meetings online - Includes all the features of LotusLive Meetings plus integrated tools such as networking and file sharing.</li> <li>• Store and share files - Use a Web browser to access your files from anywhere with world-class security features.</li> <li>• Manage team activities - Break out of your inbox and into Activities to streamline your work with others.</li> <li>• Chat with colleagues with instant messaging to chat with LotusLive users.</li> <li>• Create charts with different types of visualizations, graphs, diagrams, and maps with Live Charts.</li> <li>• Create surveys with customized templates or create your own surveys and business forms.</li> <li>• Connect with colleagues and keep track of your clients and customers, important dates and events. Connect with others to share contact information.</li> <li>• Collaborate with Communities Invite colleagues and guests, to LotusLive Communities and share projects, files, bookmarks, even host an on-line discussion forum for all members of the community to participate.</li> </ul>

**Webmail plus Collaboration Solution – Software Option Two**

LotusLive iNotes	LotusLive Connections
<ul style="list-style-type: none"> <li>• Essential webmail with 25GB of storage, POP3, IMAP4, &amp; Authenticated SMTP</li> <li>• Calendaring with configurable event reminders and workday views</li> <li>• View colleagues' calendar availability</li> <li>• Create and share multiple calendars to focus on team projects</li> <li>• Anti-spam and anti-virus features</li> <li>• SSL Encryption, secure password recovery</li> <li>• Administrative tools to manage user accounts and global settings</li> <li>• One-click access from your LotusLive Connections or Engage dashboard</li> </ul>	<ul style="list-style-type: none"> <li>• Store and share files - Use a Web browser to access your files from anywhere with world-class security features.</li> <li>• Manage team activities - Break out of your inbox and into Activities to streamline your work with others.</li> <li>• Chat with colleagues with instant messaging to chat with LotusLive users.</li> <li>• Create charts with different types of visualizations, graphs, diagrams, and maps with Live Charts.</li> <li>• Create surveys with customized templates or create your own surveys and business forms.</li> <li>• Connect with colleagues and keep track of your clients and customers, important dates and events. Connect with others to share contact information.</li> <li>• Collaborate with Communities Invite colleagues and guests, to LotusLive Communities and share projects, files, bookmarks</li> </ul>

## State of Utah RFP – Cost Proposal



## 2.6.1 Cost Summary Table-Software Option One

Description	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
1. Implementation Non Recurring Costs	\$24.34					
• Project Management and Deployment	Included					
• Email Data Migration	Included					
• Calendar/Resources Data Migration	Included					
• Address List Data Migration	Included					
• Integration w/State Directory Services	Included					
• State Application Changes	Included					
2. e-Mail/Calendar/Schedule cost	\$74.20	\$72.00	\$72.00	\$72.00	\$75.60	\$79.38
3. Online Application Suite cost per User	Included In Email Cost					
4. Archiving cost per User	\$22.20	\$21.00	\$21.00	\$21.00	\$24.00	\$24.00
5. e-Discovery cost per User	Included In Archiving Cost					
6. Instant Messaging cost per User	Included In Email Cost					
7. Mobile synchronization cost per User	\$14.84	\$14.40	\$14.40	\$14.40	\$15.12	\$15.88
8. BES synchronization cost per User*	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00	\$120.00
9. Audio/Video Conferencing cost per User	Included In Email Cost					
10. Administrative Tool Costs	Included In Email Cost					
11. Added Storage Cost per GB	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
12. Employee Training-ongoing	Included In Email Cost					
* This is a Not-To-Exceed price for an unannounced capability						



## State of Utah RFP – Cost Proposal

*Cost Summary Table-Software Option Two*

Description	Unit Cost	Year 1	Year 2	Year 3	Year 4	Year 5
13. Implementation Non Recurring Costs	\$24.34					
• Project Management and Deployment	Included					
• Email Data Migration	Included					
• Calendar/Resources Data Migration	Included					
• Address List Data Migration	Included					
• Integration w/State Directory Services	Included					
• State Application Changes	Included					
14. e-Mail/Calendar/Schedule cost	\$43.28	\$42.00	\$42.00	\$42.00	\$44.10	\$46.31
15. Online Application Suite cost per User	Included In Email Cost					
16. Archiving cost per User	\$22.20	\$21.00	\$21.00	\$21.00	\$24.00	\$24.00
17. e-Discovery cost per User	Included In Archiving Cost					
18. Instant Messaging cost per User	Included In Email Cost					
19. Mobile synchronization cost per User*	Included In Email Cost					
20. Audio/Video Conferencing cost per User**						
21. Administrative Tool Costs	Included In Email Cost					
22. Added Storage Cost per GB	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00	\$24.00
23. Employee Training-ongoing	Included In Email Cost					
*Mobile support for email is included in Email cost						
**Participation in conferences is no charge; hosting conferences is not included						



## **7. Cost Summaries and Professional Services**

### **(Section 6.0.2-6.0.3)**

Requirements for cost proposals and cost summaries are detailed below.

Pricing information should clearly indicate the costs to provide all of the requirements from Section 4.0 through 5.0 of the RFP.

Respondents may optionally provide a separate pricing schedule to provide features and services for other desirable capabilities.

Where required items are dependent on other optional capabilities, these dependencies should be clearly identified.

It is anticipated that overall implementation will be in the range of 20,000 to 30,000 users. Pricing should be based on that range of users. Respondents must clearly delineate non-recurring and optional costs, from ongoing costs. Cost summaries must include all of the items in the following Cost Table for a five year period.

#### **6.0.2 Cost Summaries**

**(M)** Pricing information should clearly indicate the costs to provide all of the required qualifications from Section 3.0 through 5.0. Respondents may optionally provide a separate pricing schedule to provide features and services for other desirable capabilities. Where required items are dependent on other optional capabilities, these dependencies should be clearly identified. Pricing should be provided to support guaranteed uptime of 99.9%, based on a 24/7/365 schedule. The infrastructure vendor and prime contractor should specify any hardware, operating practices, or configuration requirement to meet the required service level.

***Please choose one of the following. See Section 6.0.1 for an explanation of the offerings.***

## State of Utah RFP – Cost Proposal

**Offerings and Cost Information – Software Option One**

Offering	Average Annual Cost
Option One-Complete Collaboration Suite (LotusLive Notes and Engage)	20000 users = \$1,483,920
Archive/E-Discovery Solution	15000 users = \$333,000
BES Synch (i.e. Blackberry)	2000 users = \$240,000

**Offerings and Cost Information – Software Option Two**

Offering	Average Annual Cost
Option Two-Webmail-only plus Collaboration (LotusLive iNotes and Connections)	20000 users = \$865,620
Archive/E-Discovery Solution	15000 users = \$333,000

**Offerings and Cost Information – Services to be combined with either Software Option One or Software Option Two**

Offering	Non-Recurring Cost
Task 1 – Assessment	20000 users = \$35,600
Task 2 – Design / Planning	20000 users = \$71,200
Task 3 – Build / Pilot	20000 users = \$82,400
Task 4 – Enterprise Migration & Migration Support including Migration Tool	20000 users = \$297,680

**6.0.3 Consulting and Development Services Rates**

(M) Agency Partners may desire to use the Respondent for other related application modifications to support email and calendaring currently implemented within agency applications. Responses to this RFP must include hourly rates by job specialty for use by Agency Partners for these types of coding services and consulting throughout the contract period. The hourly rates should be a fully burdened rate that includes labor, per diem, travel, overhead, and any other costs related to the service. The specific rate (within a range) charged for each proposed contracted service would be the lowest rate shown unless justified in writing and approved by DTS.

Skill Category	Maximum Hourly Rate (including Travel and Living)
IBM Project Manager	\$290
IBM Senior Messaging Specialist	\$290
IBM Senior Messaging Architect	\$310

**State of Utah RFP – Cost Proposal**

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**Disclosure Statement**

The information in this proposal shall not be disclosed outside the State of Utah organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, State of Utah shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of State of Utah to use information contained in the proposal if it is obtained from another source without restriction.

IBM's products and services are proposed under the terms of the IBM Customer Agreement.

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The IBM home page can be found at: <http://www.ibm.com>.



*1503 Lyndon B Johnson Freeway  
Dallas TX 75234-6059*

February 1, 2011

Ms. Pamela B. Rugg  
Division of Purchasing  
3150 State Office Building  
Capitol Hill  
Salt Lake City, UT 84114-1061

Dear Ms. Rugg:

IBM is pleased to respond to the Utah Hosted Email, Communication and Collaboration Services Request for Proposal. IBM strongly believes our multi-tenant cloud solutions deliver comprehensive capabilities that address Utah's requirements in a cost-effective way.

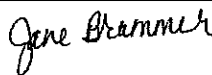
We understand the importance of what Utah wants to accomplish and appreciate the opportunity to propose a solution. On behalf of IBM, I look forward to our further discussions on how our products and services can help you achieve your objectives. If you have any questions, please feel free to call me at 817.832.5938.

Sincerely,

A handwritten signature in cursive script that reads "Jane Brammer".

Jane Brammer  
Solution Representative

**State of Utah Request for Proposal State Cooperative Contract**

Legal Company Name (include d/b/a if applicable)		Federal Tax Identification Number	State of Utah Sales Tax ID Number
IBM Corporation		13-0871985	12314469-002-STC
Ordering Address	City	State	Zip
420 East South Temple Street	Salt Lake City	Utah	84111
Remittance Address (if different from ordering address)	City	State	Zip
PO Box 61000	San Francisco	CA	94161
Type <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Government <input type="checkbox"/>		Company Contact Person	
Corporation		Jane Brammer	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
972-561-6987	1-972-561-7232	jane.brammer@us.ibm.com	
Telephone Number (include area code)	Fax Number (include area code)	Email Address	
Discount Terms (for bid purposes, bid discounts less than 30 days will not be considered)		Days Required for Delivery After Receipt of Order (see attached for any required minimums)	
See bid response		See bid response	
Brand/Trade Name		Price Guarantee Period (see attached specifications for any required minimums)	
IBM		See bid response	
Minimum Order		Company's Internet Web Address	
1		www.ibm.com	
<p>The undersigned certifies that the goods or services offered are produced, mined, grown, manufactured, or performed in Utah. Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If no, enter where produced, etc.</p> <p>IBM is a worldwide entity employing over 400,000 employees across the globe, including individuals in the State of Utah. To the extent we are able to do so, we will perform project related activities at your site. However, the many components that comprise our solution are collaboratively arrived at by utilizing our global resources.</p>			
Offeror's Authorized Representative's Signature		Print or type name and title	Date
		Jane Brammer	February 1, 2011
State of Utah Division of Purchasing Approval		Date	Contract Number
Kent Beers, Director			



# Proposal for State of Utah

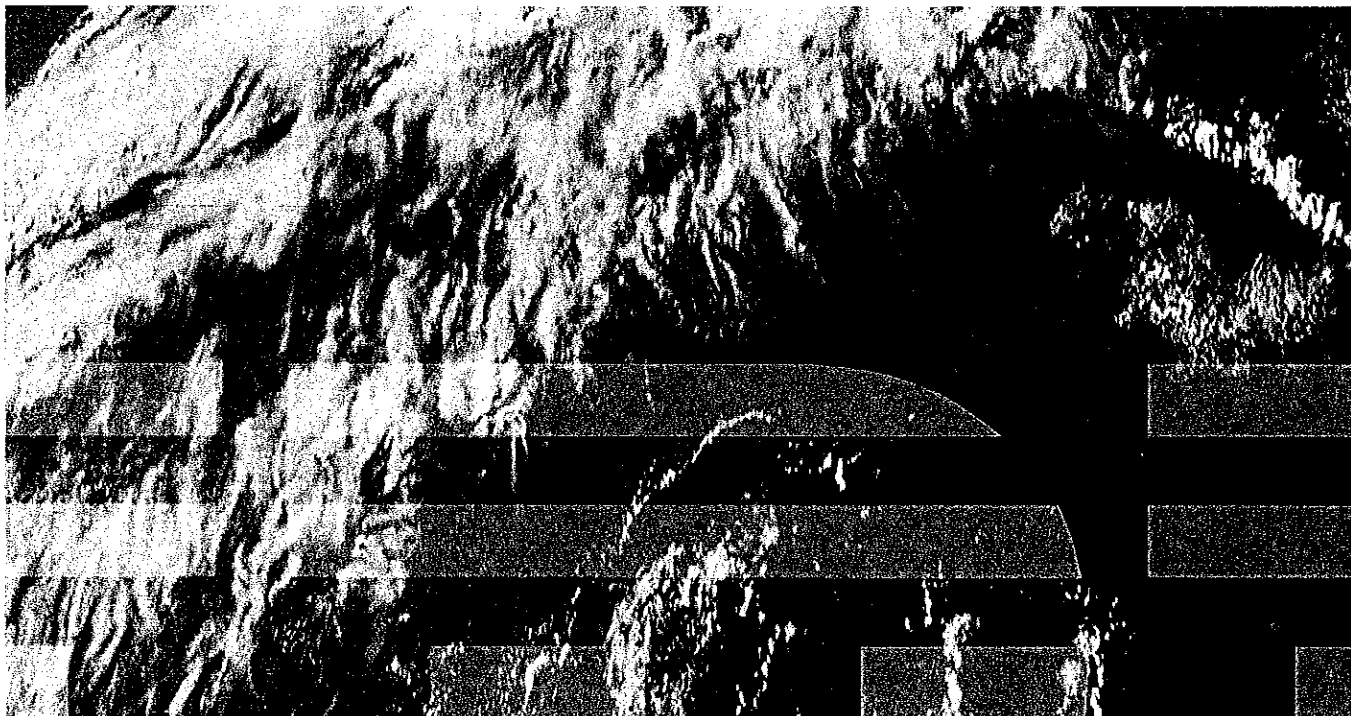
## Utah Hosted Email, Communication and Collaboration Services

Presented to State of Utah

By Jane Brammer  
1503 Lyndon B Johnson Freeway,  
Dallas TX 75234-6059  
972-561-6987

[jane.brammer@us.ibm.com](mailto:jane.brammer@us.ibm.com)

February 1, 2011





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# 1 Executive Summary

## *Our Understanding of Your Goals*

We understand that the State of Utah (Utah) has decided to evaluate email, communication and collaboration solutions that are currently available in a multi-tenant cloud environment. We understand that this initiative is driven by a desire to reduce cost while providing additional security and user capabilities beyond Utah's current environment.

IBM believes that this is also an opportunity for Utah to select a strategic platform for the future. In choosing IBM, Utah will accomplish the current goal as well as building the foundation for further collaboration among state employees, agencies, legislators and constituents. Because of IBM's focus in open standards, Utah will be able to leverage existing technology investments as well as take advantage of future advancements in collaborative capabilities from IBM and other solution providers.

With IBM's solution, you'll be able to achieve the goals that are the most critical to you, such as:

- Addressing new agency requirements for email and related services
- Using the latest technologies for email, real-time collaboration, archiving, e-discovery etc, without the complexity and cost of maintaining your own on-premise environment
- Use the solution across organizational and external boundaries
- Provide mobile access to the solution's services

## *Solution Overview*

IBM Collaboration Solutions delivers enterprise quality collaboration software in the cloud through our LotusLive offerings. This suite of solutions empowers people to connect, collaborate, and innovate while optimizing the way they work.

The proposed IBM LotusLive solution is a cloud-based suite of tools built using the latest web 2.0 technologies and delivered in a multi-tenant model over the public internet. Designed to support enterprise grade up time and security requirements, LotusLive is hosted in IBM data centers that can rapidly scale to meet demand while always providing users with the latest software. Cloud-based computing will provide convenience and flexibility of deployment, with the added security and capabilities you need. There are no software installations, no large fixed costs and no maintenance or upgrade tasks. All of the LotusLive solutions are integrated with one another, providing a seamless user experience.

IBM's approach to providing email and collaboration begins with understanding the user communities and their needs. Most email and collaboration solutions in the market today provide one-size-fits-all solutions that either leave users dissatisfied by lack of capabilities or cost more than needed by providing capabilities that are not used. IBM recognizes that all users are not alike and has built a collaboration portfolio with each user group in mind.

**State of Utah RFP**

The requirements in this RFP suggest a rich knowledge worker solution and we have responded with our LotusLive Notes offering. It is possible to optimize the services provided by matching capability to end user needs and potentially reduce cost of solutions as well. In addition to LotusLive Notes, we have included the pricing for LotusLive iNotes, which is tuned for web only mail, calendar and contact capabilities in a low cost manner, and meets most of your requirements. It may be what you need to deliver to a large segment of your users. Both of the solutions offered include a comprehensive collaboration suite. We would like to work with you to refine the actual expenditure by the state and match the right capabilities to the varying roles that encompass the State's businesses, possibly with a mix of the two solutions. We would be happy to conduct an end user segmentation workshop to provide our view into how to approach this analysis and refine our pricing accordingly.

In addition to the software solution, IBM will provide a comprehensive services engagement to migrate to the new system. IBM has extensive experience providing email migration services so that the users experience a transition that is as seamless as possible.

***Why IBM?***

The LotusLive solutions presented in this document are part of IBM's much broader cloud computing initiative, leveraging the foundational building blocks of technology and skills that IBM has defined, invented, and delivered for decades. IBM cloud computing provides IT resources independent of a specific physical infrastructure and delivers them to the end-user over the internet or intranet. Within IBM, LotusLive has led the way in the delivery of cloud computing applications, delivering flexible, resilient and cost-effective collaboration solutions for businesses.

A strategic move to the cloud requires expertise, capability and experience. IBM delivers in all three areas. IBM cloud computing uses the expertise gained from hosting services through our Global Technology Services business. This includes world-class standards for reliability and security. IBM has a rich history of delivering collaboration solutions to the enterprise. Through research, development, and acquisitions, LotusLive has extended this proven technology to the cloud. LotusLive can be rapidly deployed, efficiently managed, produce cost-effective results - and most importantly, add value to the State of Utah's business processes.

IBM is seeing an increasing trend to move core services that were traditionally operated on premise into the public cloud. We attribute that to increasing recognition that a lower total cost of ownership can be achieved by leveraging the economies of scale and operational expertise available with the cloud model. We have already become leaders in this space with LotusLive and today deliver a full range of award-winning offerings (including Best Cloud Application 2009 from CRN) and the flexibility to choose the right solution rather than a one size fits all strategy.

IBM has created an Online Social Networking & Collaboration solution specifically designed for organizational-level adoption. Trust and security are paramount as we expect our clients and their customers and partners to interact and share valuable information. Unlike some of our competitors in the cloud collaboration marketplace, IBM does not compromise our customers' data or merchandise their personal identities for marketing purposes.

**State of Utah RFP**

IBM is able to leverage:

1. Deep experience in efficiently, reliably, and securely running massively scaled computing complexes.
2. The breadth and depth of technology, skills, and innovation available from IBM Software Group, IBM Systems Group, IBM Global Technology Services, IBM Global Services and IBM Research.
3. Channels and industry expertise that will allow it to focus on delivering value to customers of all sizes in many industries.
4. Expertise in integrating SaaS services with other applications.
5. Partners that deliver complementary capabilities.

IBM's LotusLive solutions offer the following key marketplace differentiators:

**Data Privacy**

LotusLive solutions are designed for enterprise usage with security and trust as paramount. We respect our users' data privacy. IBM does not introspect our users' data nor merchandise personal identities for marketing purposes. The LotusLive business model is subscription-based, not based on advertising.

**Security**

Security is a competitive differentiator for LotusLive. LotusLive's business-oriented security is based on IBM's deep understanding of security and privacy best practices. Our security controls include comprehensive policies on privacy and client data protection.

The pillars of LotusLive Security:

- Security-rich infrastructure
- Policy enforcement points to provide application security
- Human-centered security
- IBM Security protects information through governance, tools, technology, techniques, and personnel
- Governance policies based on years of experience
- IBM's market leading software for security
- Experienced personnel drawing from IBM's rich heritage in security

**Reliability**

IBM prides itself on supplying operations excellence and industry-leading service level agreements to our clients. Standardized architectures and process automation yield high levels

**State of Utah RFP**

of reliability. IBM's LotusLive customers consistently benefit from a minimum of 99.9% uptime, verifying that mission-critical applications are always available.

**Scalability**

IBM has extensive experience supporting the email and collaboration efforts of large, globally distributed organizations. This experience has been leveraged within the LotusLive platform architecture. LotusLive has over 18 million users worldwide within the SaaS environment. Companies of all sizes are using LotusLive. For example, Panasonic, one of the largest consumer electronics corporations in the world, is currently deploying LotusLive for the email and collaboration needs of their users around the world.

**Social Network for business**

The network is formed by the companies and individuals in those companies who join LotusLive. The network is viral in that anyone you work with has the opportunity to become part of the network -- or not. The choice is up to the user.

**Communities**

Participation in the LotusLive social network is controlled by individuals in companies. Users may participate in the broader LotusLive Collaboration community or create closed communities. Share the information you want to share, keep the rest private.

**Integration**

LotusLive Collaboration provides essential tools such as file sharing, online meetings, project workspaces, and instant messaging which are integrated and, more importantly can be integrated with other Web-delivered services, and with existing applications.

**Significantly Enhanced User Experience**

We have conducted several ethnographic studies looking at how people work today and folded this knowledge into our cloud offerings as we crafted the user experience. Our goal in designing LotusLive is to enable people to work the way they want to, focusing on their work and not on the tool they are using.

*Note: IBM offers tailored financing solutions to credit-qualified clients that can be customized to address your specific IT needs from great rates to flexible payment plans and loans. Our asset management services includes certified used equipment, online asset management, buyback, asset disposal and disk overwrite*



## **2 Required Business Qualifications (Section 3)**

### **3.0 Required Business Qualifications**

All Respondents must organize their responses so the level of compliance with Section 3.0 is clearly identified. Failure to do so may disqualify a Respondent's proposal from later evaluation phases. All of these requirements must be met to proceed to Phase 2 evaluation. Qualifications are acceptable only as clarifications to otherwise compliant statements.

### **3.1 General Business Requirements**

(M) Respondents *must* indicate their acceptance of the State of Utah Standard Terms and Conditions attached to this RFP as Attachment A, and the DTS Standard Terms and Conditions included as Attachment C. Any exceptions to these terms and conditions must be noted. Significant exceptions may constitute grounds for rejecting Respondent proposals.

Supported

IBM and the State have previously negotiated terms and conditions for the sale of software and services under Agreement Numbers 076225 (services) and 54200 (software). In an effort to build on this past teamwork, IBM proposes that the State and IBM utilize the terms and conditions contained in these previously negotiated agreements as the basis for these services. We believe these agreements address the key terms contained in the State's RFP and provide a sound contractual basis for the work contemplated under this RFP. We would also include a Statement of Work for our services, as well as the additional terms and conditions specific to our proposed offering. IBM would be pleased to discuss with the State any terms and conditions beyond those that the parties mutually decide should be included as unique to these services at the time of negotiations. We would then propose that these additional terms and conditions, which would be specific to these services, be added to the SOW, or as a supplement to the current negotiated agreements, as applicable.

### **3.2 Experience**

(M) Respondents *must* be able to provide reference installations from a minimum of five government or commercial customers for their Hosted Email, Communication and Collaboration services offering. References must include environments and complexity that is similar in scope to the State of Utah. Any proposals from Respondents that cannot meet these requirements will not be considered. The Respondent should provide specific contact information describing their reference installations, which may be verified.

Supported.

Please see Section 5.0.2 for References



### 3.3 Financial Stability

(M) The infrastructure Respondent vendor *must* provide audited financial statements to the State and should meet a minimum Dun and Bradstreet (D&B) credit rating of 4A2 or better. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement. Prime contractors working on behalf of Respondents must submit financial statements that demonstrate financial stability, and adequate working capital, but do not need to meet 4A2 credit rating requirements.

Supported

IBM 2009 financial statements include the previous two years. Please refer to the attachment IBM 2009 Financial State.doc.

IBM D&B rating is 5A2. IBM's Dun and Bradstreet number is: DUNS 00-136-8083.

Through an agreement with Dun and Bradstreet, IBM cannot provide D&B rating reports. A report can be obtained by requesting it from the D&B web site at <http://www.dnb.com/index.asp>

### 3.4 Availability

(M) The Respondent *must* propose a Hosted Email, Communication, and Collaboration solution that will deliver availability of 99.9% or greater, inclusive of scheduled downtime required for maintenance and upgrades. Measurement shall be reported on a monthly basis with a cumulative year to date. Extra points will be awarded to respondents that can guarantee 99.99% or greater availability.

Supported – LotusLive services come with a 99.9% uptime Service Level Agreement.

### 3.5 Project Management and Implementation Plan

A Project Management and Implementation plan is required and *must* be submitted in accordance with Section 4.0.3 of the Respondent's proposal. Respondents must define supported services available to the State and how the Respondent will accomplish the overall migration from the existing State services to the proposed Respondent services.

#### Overview

IBM will provide project management services, and will work jointly with your Project Manager for the execution of this Statement of Work (SOW). The purpose of this activity is to establish a project framework that provides technical direction and management of IBM project personnel for IBM responsibilities under this SOW. IBM Project Management is composed of the following activities:

#### Activities

IBM will be responsible for performing the following:

**State of Utah RFP****Initiating**

1. Review the SOW and contractual responsibilities of both parties with your Project Manager to set clear expectations through up-front project definition, planning and estimating.

**Planning**

1. Coordinate establishment of the project environment for proper execution of activities and tasks using proven methodologies and processes and the management of scope, work effort, and cost within the terms of the SOW.
2. Establish a Communications Plan containing proactive formal and informal communications with team members and other stakeholders to keep them informed, promote timely decision-making and issue escalation, and avoid surprises that affect the project's outcome.
3. Prepare and maintain the project management system for the performance of the SOW, which will include the following:
  - Project Plan (work breakdown structure, schedule, resource allocations, and dependencies);
  - Processes for ongoing monitoring and management of activities, tasks, assignments, milestones and estimates as they relate to the project plan;
  - Processes for development and acceptance of Deliverable Materials; and
  - Processes for identifying and addressing project risks and issues.

**Controlling and Executing**

1. Regularly review the status of project tasks to measure and evaluate performance against the project plan. Develop metrics to report information about project activities and identify areas requiring corrective action in order to achieve the project's objectives.
2. Perform proactive risk and issues management and apply corrective action working with your Project Manager to address and resolve deviations from the project plan and maintain the approved project scope.
3. Communicate project status through written reports and regular stakeholder meetings. Escalate management actions to address and resolve deviations from the project plan and close outstanding issues.
4. Administer the Project Change Control Procedure with your Project Manager.
5. Review the IBM standard invoice format and billing procedure used on the project with your Project Manager.
6. Work with the State of Utah's Project Manager to address and resolve deviations from the project plan.
7. Conduct regularly scheduled project status meetings.
8. Provide Weekly Status Reports
9. Coordinate and manage the technical activities of IBM project personnel.

**State of Utah RFP**

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10. Obtain and provide information, data, and decisions within three (3) working days of State of Utah's request unless IBM and the State of Utah agree in writing to a different response time.
11. For the duration of the migration activities contained within this Statement of Work, ISSL will participate in the Monthly Steering meetings to be held by LotusLive.

**Closing**

1. Complete processes for delivery and acceptance of materials authorized by the SOW.

**Completion Criteria**

This is an ongoing activity which will be considered complete at the end of the Services.

**Deliverables**

1. Weekly Project Status Report
2. Project Plan





### 3 Technical Requirements (Section 4-4.0.2)

#### 4.0 Responsibilities and Scope of Work

##### 4.0.1 General Responsibilities

**4.0.1.1(M)** The Respondent *must* provide the personnel, equipment, tools, test equipment, and expertise to meet the requirements in this RFP.

**4.0.1.2 (M)** The respondent must provide a test and/or proof of concept environment for evaluation by the State that verifies the respondent's ability to meet mandatory requirements in section 4.0. This environment must be available within one week of the commencement of the evaluation process.

**4.0.1.3 (M)** The Respondent must propose to install, test, provide all products or services, and warranty the services as specified in this RFP.

**4.0.1.4 (M)** The Respondent *must* abide by State of Utah IT policies, standards, procedures and best practices as detailed at the Utah Technical Architecture Wiki at <http://www.utahta.wikispaces.net>.

**4.0.1.5 (M)** Computer applications and Web sites *must* be accessible to people with disabilities, and *must* comply with State accessibility policy and the Americans with Disability Act.

- Applications acquired or developed must be compliant with the Accessibility and Usability Guidelines referenced in Section 4 of the *State of Utah Web Standards and Guidelines*. See <http://dts.utah.gov/egovernment/documents/utWebStandards051707AD.pdf>
- Applications and content delivered through Web browsers must comply with the *Internal Web Browser Standard 4300-0002 Update* at:  
<http://www.utahta.wikispaces.net/file/view/Internal%20Web%20Browser%20Standard%205.25.10.pdf>

Supported. IBM understands all questions in section 4.0.1.

##### 4.0.2 Business Technical Requirements

###### 4.0.2.1 EMAIL

**4.0.2.1.1 (M)** Basic email functionality, including but not limited to email filtering, send, receive, format, and attachment, and the ability to retract email messages within specified respondent system parameters.

Supported. LotusLive provides email filtering (including front end spam/virus detection) and sorting based on sender, subject, date, size and attachments. LotusLive provides e-mail functionality including send, receive, format, attachment, and more.

**4.0.2.1.2 (M)** Ability to search all email and attachments.

**State of Utah RFP**

Supported. LotusLive provides search for both and allows specific search based on sender, date, subject and size.

**4.0.2.1.3 (M) Migrate existing data in and out of the proposed solution.**

Supported. LotusLive allows migration of existing data in and out of LotusLive.

**4.0.2.1.4 (M) Ability to create user defined email groups and/or personal folders based on search criteria, and the ability to create system/global groups viewable to users and domains.**

Supported. LotusLive provides the ability to create user defined email groups, personal folders, and global groups viewable to users.

**4.0.2.1.5 (M) Ability to define rules for email handling.**

Supported. LotusLive provides the ability to define mail rules including "quick rules" and "complex" rules.

**4.0.2.1.6 (M) Ability to retain email (Specify per-user limit, if any).**

Supported. LotusLive provides a 25 GB mail file per user. Additional space if needed can be allocated. The default expiration for mail is unlimited (mail is never removed unless action is taken by user).

**4.0.2.1.7 (M) Ability for migrated emails to maintain header information including sender, recipient, date/time, cc, bcc, attachments, etc.**

Supported. The LotusLive transition process retains all mail header information, sender, recipient, date/time, cc, bcc, attachments, etc.

**4.0.2.1.8 (M) Ability to send, assign and delegate tasks.**

Supported. LotusLive has the ability to create "To-Do" items and send, assign and delegate them as required.

**4.0.2.1.9 (M) Ability to access email system from any Internet connection (e.g. dialup, ISDN, and Broadband, including wired and wireless connections).**

Supported. LotusLive is a true cloud solution available on the public Internet from any Internet connection.

**4.0.2.1.10 (M) Ability to delegate email functionality to another staff member (i.e., proxy assignments, including mail/phone, appointments, reminder notes, tasks, etc.).**

Supported. With LotusLive you can delegate e-mail processing to another staff member.

**4.0.2.1.11 (M) Ability to print stored information locally.**

Supported. With LotusLive you can print to a file, postscript on local host or to any defined local printer.

**4.0.2.1.12 (M) Ability to define proxy access limitations (e.g., Read Write; Subscribe to Alarms and Appointments, Modify Options, Rules, and Folders), and retract and/or retrieve messages within an established time period within the State email system.**

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Supported. LotusLive provides other people or groups to have access to all or part of your mail file (Mail, Calendar, To Do and Contacts). Each person or group to whom you delegate access can be allowed to perform different actions. You can, for example, allow some people to read entries in your Calendar only, while you may allow others to read, edit, and send mail on your behalf.

**4.0.2.1.13 (M) Ability to drag and drop files and attachments into email messages.**

Supported. The LotusLive Notes rich client allows drag and drop of attachments into email messages.

**4.0.2.1.14 (M) Ability to copy or replicate information to desktop or local storage.**

Supported. LotusLive users can save attachments to the local file system and replicate an offline version of the mail, calendar and contact information for use while disconnected, using replication to sync once a connection is available.

**4.0.2.1.15 (M) Ability to auto save draft email messages.**

Supported. LotusLive users have autosave by default for draft email messages

**4.0.2.1.16 (M) Ability to synchronize email and attachments to mobile devices.**

Supported. LotusLive provides synchronization of email and attachments to mobile devices through BES for BlackBerry and Traveler services, which allow Windows mobile, Symbian, iOS and Android device access.

**4.0.2.1.17 (M) Ability to add both personal signatures and notes.**

Supported. LotusLive users can create plain and rich text signatures with notes.

**4.0.2.1.18 (M) Ability to schedule or delay the delivery of email messages.**

Supported. The LotusLive Notes rich client can suspend the delivery of email messages based on time or a threshold of outgoing messages.

**4.0.2.1.19 (M) Spell checking functionality, including automatic spell checking for free form typing.**

Supported. LotusLive provides spell-checking of messages before sending outgoing mail as well as in-line spell checking for free form typing.

**4.0.2.1.20 (M) Describe what metadata is available and describe the user's ability to view metadata for a message type.**

Supported. LotusLive provides both Mime header and Mime full metadata. This metadata is available for any e-mail message.

**4.0.2.1.21 (M) Ability to post reminder notes and tasks.**

Supported. LotusLive includes a "Notebook" for reminder notes and "To Do's" for tasks, as well as a specialized type of calendar entry for reminders.

**4.0.2.1.22 (M) Ability to sort/filter emails by date, sender, subject, etc.**

**State of Utah RFP**

Supported. LotusLive provides email sorting/filtering based on sender, subject, date, size, recipient attention indicators, attachments and flags.

**4.0.2.1.23 (M)** Ability to limit or restrict access to Statewide or mass mailing distribution lists.

Supported. Groups for mass mailing can be created privately by administrators.

**4.0.2.1.24 (M)** All services must be delivered via secure means (e.g. HTTPS, SSH, TLS, etc.)

Supported. LotusLive network security is provided by high performance, state-of-the-art firewalls. All client communications are encrypted with 128 bit algorithms, through SSL on HTTP calls. Additionally, LotusLive supports the Security Assertion Markup Language (SAML) protocol for token based authentication if the State has an identity provider service deployed.

**4.0.2.1.25 (M)** Ability to add folders to organize emails.

Supported. LotusLive provides users the ability to create personal folders to organize emails.

**4.0.2.1.26 (DR)** Self-administration and provisioning capabilities.

LotusLive self-administrators create and maintain organizational information in terms of licenses allowed, branding, and security keys creation for fine-grained administration capabilities including provisioning and deprovisioning of users in the organization.

**4.0.2.1.27 (DR)** Ability to set the priority of a message by the sender.

LotusLive provides a variety of delivery options that can be set by the sender including high, medium and low priority as well as return receipt, delivery report, keep private, mark as confidential, sign and encrypt.

**4.0.2.1.28 (DR)** Ability to add a "reply requested" tag to an email message, calendar, item or task.

LotusLive Notes rich client users can add a "Please Reply By" date.

**4.0.2.1.30 (DR)** Ability to provide remote printing to State facilities.

LotusLive can print to any printer that is defined in your network.

**4.0.2.1.31 (DR)** Ability to set up restricted user accounts that are not visible to other domain users, and to send blind copy care of (bcc) to other recipients.

LotusLive includes a bcc recipient that can be selected from your contacts or corporate directory.

**4.0.2.1.32 (DR)** Ability to scan or fax from multifunction devices to email on an enterprise level.

Mail routing can be defined to leverage existing multifunction devices using alternate domain support.

**State of Utah RFP****4.0.2.1.33 (DR)** Ability to selectively produce RSS feeds of emails.

Not Supported. While APIs are available, none specific for email. Would need to understand why this should be an RSS feed (need use case to have the consideration as an enhancement request)

**4.0.2.1.34 (DR)** Ability to highlight, color code, or categorize emails.

Supported. LotusLive displays unread mail in either red regular text or bold black text, has the ability to define color codes for incoming mail by sender and can categorize messages for display as well.

**4.0.2.2 CONTACT MANAGEMENT**

**4.0.2.2.1 (M)** Basic contact management functionality, including but not limited to last name, first name, middle initial, department, title, mobile and other phone numbers, fax number, mailing address, email address, business address, contact log, notes, groups, etc.

Supported. LotusLive provides full contact management including but not limited to title, first name, middle initial, last name, suffix, alternate name, alternate language, default e-mail, work address details, home address details and general notes details

**4.0.2.2.2 (M)** Ability to synchronize contact and contact group information with standard mobile devices.

Supported. LotusLive allows users to create personal groups of contacts and e-mail users and sort by categories that can be assigned as well.

**4.0.2.2.5 (DR)** Ability to synchronize contact information with desktop.

The LotusLive Notes rich client desktop software replicates the contact information.

**4.0.2.2.6 (DR)** Ability to share contact lists.

Supported. Contact lists can be exported/imported as well as copied/pasted and forwarded to others.

**4.0.2.2.7 (DR)** Ability to use contacts to initiate a phone call from a user computer.

VOIP within LotusLive is a roadmap capability that we intend to deliver in 2011, but is not available at the time of this RFP response.

**4.0.2.3 CALENDARING and SCHEDULING**

**4.0.2.3.1 (M)** Ability of the sender to delete, retracts, or modify appointments.

Supported. LotusLive calendaring allows the sender to change, delete, retract and modify calendar meetings, appointments, all day events, anniversaries and reminders.

**4.0.2.3.2 (M)** Ability to implement both per calendar and per event access controls including levels for no access, free/busy only, full details, and edit.

Supported. LotusLive provides the granularity of access to overall calendar and event details requested.

**4.0.2.3.3 (M)** Migrate existing calendar data.

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Supported. LotusLive migration includes automation for moving calendar data information without requiring user's individual users to manually export and import calendar information.

**4.0.2.3.4 (M)** Calendaring functionality, including but not limited to appointment, notification, task, event, sharing, and ability to schedule recurring appointments.

Supported. LotusLive calendaring includes calendar meetings, appointments, all day events, anniversaries and reminders as well as the ability to schedule recurring appointments.

**4.0.2.3.5 (M)** Ability to schedule resources, including but not limited to facilities, conference rooms, and equipment, and restrict visibility to specified resources

Supported. LotusLive has a Rooms and Resources capability that supports the defined needs.

**4.0.2.3.6 (M)** Ability to manage resources by proxy (e.g., delegate calendar management, set "view only" or "edit" rights, etc.) to another staff member.

Supported. LotusLive provides other people or groups to have access to all or part of your mail file (Mail, Calendar, To Do and Contacts). Each person or group to whom you delegate access can be allowed to perform different actions. You can, for example, allow some people to read entries in your Calendar only, while you may allow others to read, edit, and send mail on your behalf.

**4.0.2.3.7 (M)** Ability to delegate appointments, and view and schedule from "freebusy" information.

Supported. LotusLive allows delegation of appointments and scheduling based on "freebusy" information including Free time, Busy time, Info Restricted, No Info, OK, and Conflict.

**4.0.2.3.8 (M)** Ability to view multiple calendars at same time (both personal and global).

Supported. With the proper delegation, users can view other calendars as well as overlay those calendars on their existing calendar. This overlay can also be extended to iCal feeds from external sources.

**4.0.2.3.9 (M)** Availability of a calendar Application Programming Interface (API).

Not-Supported. APIs are available, but no APIs specific for calendaring at this time.

**4.0.2.3.10 (M)** Ability to synchronize calendars to standard mobile devices with associated event and attendee data.

Supported. LotusLive provides synchronization of calendar information through BES for BlackBerry and Traveler services, which allow Windows mobile, Symbian, iOS and Android device access, including event and attendee data.

**4.0.2.3.11 (M)** Ability to view or hide appointment details, and full calendar and show non-detailed free-busy schedule as determined by each individual user.

Supported. LotusLive provides the ability to control the amount of information shown for appointment details based on individual access.

**4.0.2.3.12 (M)** Ability to print calendars locally in standard formats (such as daily, weekly, monthly, etc.).

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Supported. LotusLive calendar print views include one day, two days, one work week, one week, two weeks, one month, one year.

**4.0.2.3.13 (M)** Ability to do busy searches to find available appointment times.

Supported. LotusLive provides searches to find available appointment times based on invitee "freebusy" information including Free time, Busy time, Info Restricted, No Info, OK, and Conflict.

**4.0.2.3.14 (M)** Ability to edit events that have already been posted by the originating user.

Supported. LotusLive allows the originating user the ability to reschedule, cancel, confirm, view invitee status and send messages to invitees for events that have already been posted.

**4.0.2.3.15 (M)** Ability to set up multi-user calendars so managers can view team schedules.

Supported. Group calendars can be created to provide a single view of a team's schedule.

**4.0.2.3.16 (DR)** Ability to have shared user calendars.

A single calendar can be shared across multiple users.

**4.0.2.3.17 (DR)** Ability to import/export calendars.

LotusLive can import and export ics, csv and structured text for calendars.

**4.0.2.3.18 (DR)** Ability to easily add new attendee to or remove an existing attendee from an existing event.

LotusLive allows the originating user the ability to add new, optional or FYI invitees or remove existing attendees to existing events.

**4.0.2.3.19 (DR)** Ability to send appointment to an external user that will sync with other email/calendar systems.

LotusLive confirms to the ical calendar standard allowing appointments to an external user to sync with to their email/calendaring systems.

**4.0.2.3.20 (DR)** Ability to produce public calendars.

Supported. Can delegate public access to a calendar for any authenticated user to access.

**4.0.2.3.21 (DR)** Ability to publish calendars to the Web that use imbed codes and enable live calendar updates.

Calendars are all web accessible.

**4.0.2.3.22 (DR)** Ability to manage priority of event.

Calendar events can be managed by attendee priority in the FYI (bcc), optional (cc) and required (To) fields.

**4.0.2.3.23 (DR)** Ability to categorize events.

LotusLive provides Meeting, Appointment, All day Event, Anniversary and Reminder categories of events as well as the ability to tag custom categories to events.

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**4.0.2.3.24 (DR)** Maps integration, automatic display of meeting location based on street address.

Yes, Via Widgets

**4.0.2.4 e-DISCOVERY**

**4.0.2.4.1 (M)** Ability to search based on subject, content, sender and/or recipient, date range, metadata or attachments.

Supported. LotusLive with Sonian provides the ability to search based on sender, subject, date, contents, metadata and attachments.

**4.0.2.4.2 (M)** Ability to place litigation holds on a specified email address.

Supported. LotusLive with Sonian can place litigation holds on any specified email address

**4.0.2.4.3 (M)** Ability to verify authenticity, reliability, and integrity of email messages.

Supported. LotusLive does provide an ability to verify the authenticity, reliability and integrity of the email messages. The methods Sonian use to capture the emails for archiving produces 9 fully auditable messages that is fully available to access and read at any point of time but cannot be altered.

**4.0.2.4.4 (M)** Ability to capture and preserve/store email message threads, including tracking email by sender and receiver, date, and record series.

Supported. The solution provides the ability to capture email threads and provides the standard tracking features by sender, by receiver, by date and series.

**4.0.2.4.5 (M)** Ability for multiple mailbox search capability.

Supported. Sonian provides a fully searchable index that covers all mailboxes. Multiple mailboxes can be searched at any point of time.

**4.0.2.4.6 (DR)** Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

Supported. Automated rules are supported and can support the State, GRAMA, and Public records requirements.

**4.0.2.4.7 (DR)** Ability to store search results with any metadata.

Supported. Additional metadata can be added without altering the original messages. Metadata can also be added to any search result.

**4.0.2.4.8 (DR)** Ability to add and delete from search results to create an e-Discovery set.

Supported. The initial search is only the first step in creating an e-Discovery set of archived emails. Building an e-Discovery set may require multiple searches and the addition of specific emails and removal of non-applicable emails. Sonian can handle all these tasks.



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**4.0.2.4.10 (DR)** Specify the actions required if a government agency requests access to State email.

Supported. The State has 2 ways of approaching it. The Sonian solution actually provides for administrators within the State departments to handle archiving and e-Discovery. These administrators can initiate access to these emails. Under certain circumstances the State can also approach Sonian directly to access these emails. Obviously when the State goes directly to Sonian proof of action will be required.

**4.0.2.4.11 (DR)** Clarify the ability to maintain the state's attorney privilege, including the ability to establish protection for documents protected by attorney-client privilege and work product privilege.

Supported. Sonian captures all emails for email retention and provides multiple layers of secure access for legal administrators and search users to comply with discovery requests. Due to the multiple layers of security attorney privilege can be maintained. Search administrators do not have access to the emails at all.

**4.0.2.4.12 (DR)** Ability to associate Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements, including the ability to associate email with specified records series, legal retention periods, and records classifications. Supported. All emails can be associated with the rules that captured them in the archive or the legal hold. This will include GRAMA or Public Records Management Act requirements.

**4.0.2.4.13 (DR)** Specify and explain the ability to meet geographic legal requirements for user privacy or disclosure or preservation.

Supported. Any additional rules can be added including any requirement based on geographical legal requirements.

#### **4.0.2.5 ARCHIVE, BACKUP and DISASTER RECOVERY**

**4.0.2.5.1 (M)** Ability to recover and restore email messages/contacts/calendars for all users within 4 business hours in the event of a severe outage. Describe your Recovery Policy Objective (RPO) and Recovery Time Objective (RTO).

Supported. IBM believes the first step to disaster recovery is to prevent the need for recovery. Regarding preventative measures, this is where we spend more effort so as to avoid the need to restore. We have redundancy built into our storage devices to protect the data. This redundancy is typically at multiple levels:

The first is utilizing RAID on our storage devices, creating the ability to handle disk failures without impact. Combined with that, we have spare disks in the arrays to automatically take over for a failed disk. We have monitoring in place to report those failures, and are currently working to further enhance that monitoring.

The next layer is handled a few different ways depending on the type of device, and the way the application uses it. For NAS devices, we create a sync copy of it. Most of our NAS devices use a Snap Mirror function to create a replica of the data on a separate device. Other setups do not have that functionality and are using sync to create a second copy of the data. Our databases

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have a replication function built in to replicate the data to a second server, and thus a second device. LotusLive Notes, has a built in replication feature of its own, similar to DB2, so it replicates data to a second set of servers and storage.

IBM has off-site backups of critical data to provide restoration capabilities in case of a site wide failure. LotusLive leverages IBM's Information Protection Services (formerly Arsenal Digital) to provide robust data and systems backup and recovery capabilities. It utilizes a local device to capture and retain backup data and information.

Local Backups are performed on a daily basis and replicated to another IBM Data Center to ensure high availability and recovery services. All backup data is encrypted.

Finally, IBM also maintain multiple datacenters geographically dispersed and all mail servers are configured in a cluster where data is maintained in multiple datacenters at any point of time and any server can take be accessed if an outage occur at a single datacenter. Data is also replicated to undisclosed backup centers that can be brought online if required.

**4.0.2.5.2 (M)** Ability to restore archived email data to "live" status.

Supported. IBM provides archival and e-discovery services through Sonian, a leader in cloud archival and discovery services. Sonian service allows full recovery of archival email and allows email to be moved to "live" status.

**4.0.2.5.3 (M)** Multiple redundant backups of email messages.

Supported. IBM maintains multiple backup copies of email and when tied to archival services, the State of Utah can expect to have fine grained access to full backup copies of the mailbox as well as individual emails.

**4.0.2.5.4 (M)** Ability to thoroughly and completely destroy obsolete records upon completion of legal retention period.

Supported. Retention policies can be configured as part of the Sonian service. At the end of the hold period email messages are fully deleted in the archive, any backups and local email clients.

**4.0.2.5.5 (M)** Ability to store and retrieve all email data for a State of Utah specified time period before data is automatically processed for long term archiving.

Supported. All email is available till the data is removed to archive.

**4.0.2.5.6 (M)** Centralized message archiving for up to seven years.

Supported. Archival policies can be configured by the State based on multiple parameters. This can include sender, recipient, email content and any other parameters the State feels are required. Hold terms can be customized for 7 years and even longer if required.

**4.0.2.5.7 (M)** Ability to archive data based on content, sender, recipient, dates, and other metadata and attachments.

Supported. Archival policies can be configured on parameters specified.

**State of Utah RFP****4.0.2.5.8 (M)** Ability to verify authenticity, reliability, and integrity of email records.

Supported. LotusLive does provide an ability to verify the authenticity, reliability and integrity of the email messages. The methods Sonian use to capture the emails for archiving produces 9 fully auditable messages that is fully available to access and read at any point of time but cannot be altered.

**4.0.2.5.9 (M)** Ability to retrieve or e-Discover archived data based on content, sender, recipient, and/or other metadata and attachments.

Supported. Retrieval of e-discovery documents are fully supported

**4.0.2.5.10 (M)** Ability to view, and perform all normal email functions on archive by an email administrator without having to restore.

Supported

**4.0.2.5.11 (M)** Ability to transfer to the Utah Division of Archives, complete email records of permanent value, with associated metadata, attachments, and threads, upon completion of legal retention period.

Supported. Emails can be exported in multiple formats.

**4.0.2.5.12 (M)** Ability to apply legal retention periods and disposition by agency per State policy and/or legal requirements.

Supported. Any email placed under legal retention will not be removed until after the legal action has been completed and the retention removed, even if the retention policy hold date has expired.

**4.0.2.5.13 (DR)** Automated rule capability for archiving specified users per state policy, the Government Records Access and Management Act (GRAMA) and Public Records Management Act requirements.

Supported

**4.0.2.5.14 (DR)** Ability to store/manage in record series and apply legal retention periods and disposition to records by agency per State policy or legal requirements.

Supported

**4.0.2.5.15 (DR)** Ability to extract archived data to an XML file that contains human-readable elements, attributes, and pointers, while retaining necessary context (sender, recipient, date).

Supported

**4.0.2.5.16 (DR)** Ability for users to view email filtered by the state.

Supported

**4.0.2.6 SOLUTION ADMINISTRATION****4.0.2.6.1 (M)** Ability of the state to fully manage identity and user accounts.

Supported. LotusLive self-administrators create and maintain organizational information including provisioning and deprovisioning of users in the organization.

**State of Utah RFP****4.0.2.6.2 (M)** Ability to detect and reject SPAM email at the domain level.

Supported. LotusLive uses Lotus Protector as the anti-spam protection, and is controlled for the domain level.

**4.0.2.6.3 (M)** Ability to provide anti-virus protection, including spyware.

Supported. LotusLive uses a multitiered Anti Virus scanning policy. Lotus Protector is used to provide anti-virus protection at the edge of the network while McAfee Linux shield scans the operating system files and mail files at rest.

**4.0.2.6.4 (M)** Ability to integrate with internal applications using email, specifically using secure SMTP, IMAP, SOAP, POP3, etc.

Supported. LotusLive Messaging supports secure SMTP and can support secure IMAP and Secure POP3 and SOAP protocols with on-premise agents. IBM restricts direct protocol access to Secure SMTP and Domino RPC.

**4.0.2.6.5 (M)** Ability to migrate all data to a successor solution provider.

Supported. Migration for LotusLive is available by IBM Software Services for Lotus (ISSL).

**4.0.2.6.6 (M)** Ability of the state to fully manage all accounts within the network, including, but not limited to addition, deletion, manipulation, suspension, and termination.

Supported. LotusLive self-administrators create and maintain organizational information including provisioning and deprovisioning of users in the organization.

**4.0.2.6.7 (M)** View all calendars and appointments.

Supported. The State must decide to set up the Access Control List to include administrator group member access. LotusLive Notes has calendar availability with entries for meeting, appointments, reminders, anniversaries.

**4.0.2.6.8 (M)** Mobile Web version of mail, contact, and calendar applications.

Supported. LotusLive is a true cloud solution available on the public Internet from any Internet connection for access to mail, contact and calendar applications with a specially optimized access display mode for incoming mobile web users.

**4.0.2.6.9 (M)** Migrate historical or user archives from the current proprietary format to the proposed solution for implementation.

Supported. Part of migration services provided by ISSL

**4.0.2.6.10 (M)** Ability to administer the solution in a distributed manner to different governmental entities.

Supported. Administration of the service is still retained at the State. IBM provides administration of the infrastructure. The State can distribute administration of the services to various departments where each department or entity manages its own service.

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**4.0.2.6.11 (M)** Perform e-Discovery functions (search, retrieve, manipulate search results, etc.) on all accounts, and multiple mailboxes, within the State's domain.

Supported. Provided by LotusLive partner Sonian.

**4.0.2.6.12 (M)** Support for SyncML (Open Standard) for mobile device synchronization with ability to control Blackberry, iPhone, Android, and other such mobile/smart devices, with at a minimum calendar, contacts, and email functionality (e.g. Blackberry Enterprise Server (BES), ActiveSync, etc.).

Supported. LotusLive supports SyncML through the use of Notes Traveler. Notes Traveler support Android, Apple iPhone/iPad, Symbian and Windows Mobile platforms. On premise Blackberry Enterprise Servers are also supported. There is additional cost for the Traveller service and standard BES charges will still apply.

**4.0.2.6.14 (M)** Ability to apply state defined administration policies in managing solution.

Supported. Need to understand the policies for specifics, but security policies are available. In addition, the state decides how the LotusLive product capabilities are administered.

**4.0.2.6.15 (M)** Manage attachment size.

Supported. Maximum Attachment sizes for messaging services are fixed at 50MB. LotusLive includes a collaboration service which includes file sharing. IBM encourages file sharing through this mechanism instead of emailing attachments. Links to these shared documents are/can be included in emails. Encourage Files to be posted in LotusLive Files for document centric collaboration.

**4.0.2.6.16 (M)** Ability to use a variety of domain names used within governmental entities as email extensions, *such as utahsenate.org*.

Supported. The state can use existing SMTP domain names in LotusLive.

**4.0.2.6.17 (DR)** Ability to self provision safe lists and review and accept filtered messages.

Per customer white and black lists can be maintained by the service.

**4.0.2.6.18 (DR)** Setup mail routing.

Supported.

**4.0.2.6.19 (DR)** Ability to filter email messages at the sub domain or user level.

Not Supported. Filtering available, but not at this level.

**4.0.2.6.20 (DR)** Support for Blackberry Synchronization without a BES server.

Supported (1Q 2011). RIM is planning to have a cloud solution in 1Q 2011 integrating with LotusLive that would then no longer require a local BES.

**4.0.2.6.21 (DR)** Ability to set automatic settings for auto archive, auto delete, etc.

Supported.

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If administrator group is provided access to mail files, then e-mail can be reviewed by members of that group.

**4.0.2.6.23 (DR)** Ability to synchronize email identities with identities that are managed in the State's authentication directory.

Directory integration is available in conjunction with the transition services.

**4.0.2.6.24 (DR)** Set email storage limits per user based on maximum storage limits that are set by the governmental entities.

Each mail file allows 25GB of storage, however custom mail templates could expire messages after some criteria is met, effectively capping the mail file contents. .

**4.0.2.6.25 (DR)** Print historical, statistical, and usage reports locally.

Reports are provided to administrators.

**4.0.2.6.26 (DR)** Manage multiple separate Global Address Lists (GALs).

Public Groups are unlimited and can be managed by administrators.

**4.0.2.6.27 (DR)** Prioritize email accounts.

Not supported.

**4.0.2.6.28 (DR)** Use of "white list", "blacklist", and aliases.

White and black lists for spam filtering are available to the service and aliases can be set up for individual users.

**4.0.2.6.29 (M)** Ability for end users to "tag", "block", and "filter" incoming emails as spam.

Not supported. Incoming spam filtering is done at the service level and is configured by administrator functions, not end users.

**4.0.2.7 INTEGRATION****4.0.2.7.1 (M)** Application integration for applications that utilize email notifications.

Supported. This can be part of the services provided by ISSL.

**4.0.2.7.2 (M)** Ability to manage Mobile Devices including security and provisioning for employee owned mobile devices.

Supported. LotusLive provides push e-mail, based on Lotus Traveler which provides security and provisioning of employee owned mobile devices.

**4.0.2.7.3 (M)** Ability to instantly search address lists while addressing emails and appointments.

Supported. LotusLive provides type ahead addressing for both e-mail and calendar entries.

**State of Utah RFP****4.0.2.7.4 (DR) Infrastructure devices that utilize email notifications.**

Supported. LotusLive APIs are documented and available for integration with other applications/services and is often a simple case of SMTP mail routing to provide needed integration.

**4.0.2.7.5 (DR) Documented information and availability of email APIs for integration with other services (e.g. Salesforce contacts, calendaring, and tasks.).**

Supported. Leveraging the LotusLive Notes local store, a full set of e-mail APIs are available. Additionally, IBM and Salesforce have a partnership where IBM has provided a Force.com application plugin for consuming LotusLive web meetings, files and activities and to do's and furthermore Salesforce has provided IBM with a plugin for the LotusLive Notes client.

**4.0.2.7.6 (DR) Support for directory protocols such as S.DS.P, LDAP, X.500, etc.**

Supported. LDAP directory support is leveraged in LotusLive.

**4.0.2.8 TRAINING****4.0.2.8.1 (M) Availability of Online training documentation and other contextual help resources for end users.**

Supported. LotusLive provides many online training modules and other help resources available through the LotusLive online Wiki. Furthermore, the LotusLive team holds live demonstrations online Monday through Friday.

**4.0.2.8.3 (M) Defined processes and curriculum for training the trainer.**

Supported. IBM has detailed processes and curriculum for training the trainer at customer locations.

**4.0.2.8.4 (DR) Availability of In-person training from the respondent.**

IBM has the availability of in-person training for LotusLive administration and end users.

**4.0.2.9 INSTANT MESSAGING (IM)****4.0.2.9.1 (M) Internal (limited to State of Utah domains) Instant Messaging.**

Supported. LotusLive provides enterprise instant messaging which is available internally and limited to State of Utah domains.

**4.0.2.9.2 (M) External (cross domain, including non-state domains) Instant Messaging.**

Supported. LotusLive Instant Messaging provides external, non-state domain, instant messaging capabilities.

**4.0.2.9.3 (M) Support for IM user status and availability.**

Supported. LotusLive IM provides user status and availability including Text chat, Chat-history storage, Emoticons, Status indicator and Chat communications encryption.

**4.0.2.9.4 (M) Ability to use respondent IM solution on desktop and mobile devices.**

Supported. LotusLive provides IM for user's desktop as well as IM from mobile devices.

**State of Utah RFP****4.0.2.9.5 (DR)** Support for Extensible Messaging Protocol Clients (XMPP).

Not Supported.

**4.0.2.9.6 (DR)** Audio and video communication with internal and external users.

Not Supported. However, this capability is in IBM's on-premise solution and is in the product roadmap for LotusLive Engage.

**4.0.2.9.7 (DR)** Availability of user tracking options such as presence and/or the ability to proxy IM status.

Alerts are available for tracking presence.

**4.0.2.9.8 (DR)** Support for dragging and dropping files.

Supported. Can drag and drop files, screen shots, links, etc into chat windows.

**4.0.2.9.9 (DR)** Ability to archive and extract content and metadata associated with IM messages.

Not supported.

**4.0.2.9.10 (DR)** Specify how instant message content is retained and if saving IM content can be designated for non-retention by the State.

LotusLive IM provides for individual chat-history storage.

**4.0.2.9.11 (DR)** Ability to share screens.

End users in an e-meeting can share their screen.

**4.0.2.9.12 (DR)** Ability to create secure static chat rooms.

Secure chat rooms are in the roadmap for LotusLive in 2011.

**4.0.2.9.13 (DR)** Ability for a user to join a chat initiated by a user, or with chat invitations.

Supported. Group chat invitations is a feature that is available.

**4.0.2.9.12 (DR)** Ability to perform eDiscovery actions on IMs

Not supported.

**4.0.2.10 COMMUNICATION and GATEWAY SERVICES****4.0.2.10.1 (M)** Ability for Gateway (relay) to provide alerts and notification if service is compromised.

Not supported.

**4.0.2.10.2 (M)** Ability for Gateway (relay) to provide bandwidth guarantee.

Not supported.

**4.0.2.10.3 (M)** Ability for Gateway (relay) to restrict size and attachments.

Not supported.



**State of Utah RFP****4.0.2.10.4 (M)** Ability for Gateway (relay) to provide authorization levels.

Supported. LotusLive instant messaging can be configured to adhere with Security Assertion Markup Language (SAML, ensuring that user credentials are confirmed before access to the service is granted)

**4.0.2.10.5 (M)** Ability for Gateway (relay) services to restrict sending functions by domains, sub domains, users, or IP ranges.

Supported with SAML.

**4.0.2.10.6 (M)** Ability for Gateway (relay) services to prioritize based on domains, sub domains, users, or IP ranges.

Not supported.

**4.0.2.10.7 (DR)** Ability to translate electronic communication, including conversion of audio voice mail to text.

Not supported.

**4.0.2.11 SECURITY****4.0.2.11.1 (M)** Meets FISMA Moderate Level Certification.

Not Supported at this time. IBM is in the process of obtaining FISMA Moderate Certification, which is planned by the end of 2011. IBM has extensive data center experience as well as experience consulting our customers on data center security. The LotusLive environment has had no security exposures, even without FISMA Moderate Certification.

**4.02.11.2 (M)** Provide and describe the physical security controls for each Respondent data center and for equipment within the associated data centers.

Supported. Controls include access controls including guards, video cameras, and biometrics for data centers. Fire and smoke alarms as well as fire suppression is in use. Data center access is restricted to a set list of individuals who are revalidated quarterly. Auxiliary power is implemented.

To achieve and maintain appropriate protection of organizational assets, all assets should be accounted for and have a clearly defined owner. The data center is structured using IBM guidelines:

- All IBM owned physical assets and IBM information assets are clearly identified as belonging to IBM.
- All IBM information is labelled as to classification and all IBM physical assets are clearly labelled as to ownership.
- Appropriate physical controls are used to prevent unauthorized access to hard copy output containing **SPI**.

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- Reconciliation and accounting for all IBM physical assets are performed as per IBM guidelines.
- Storage media containing **SPI** is stored in a locked container when being transferred to/from a media retention facility or in a *controlled access area*.
- Storage media containing **SPI** is marked accordingly wherever possible.
- The movement of storage media to and from an authorized media retention facility is accounted for using transmittal records or an equivalent process.  
Any **SPI** must not be disclosed or distributed to any other party without explicit IBM management approval.

From a physical access perspective, there are additional guidelines for controlled access areas:

- Enterprise systems and network infrastructure components providing production services are physically located in controlled access areas.
- LAN management systems, wireless access points and other small servers are located in a locked area when unattended.
- Entry into controlled access areas is prohibited from building areas that are open to the general public.
- The controlled access area is locked, even when attended.
- Slab-to-slab barriers or intrusion detection are used to deter unauthorized access to the area.
- Access authorization procedures are defined and implemented for controlled areas.
- Persons with authorized access must have a current business requirement for that access. The area owner is expected to determine what constitutes a business requirement.
- Physical access control mechanisms are used to electronically record access to controlled areas. The area's authorized access list is verified and signed (hard copy or electronic) by the area owner on a regular basis.
- Persons who have had their access authorization revoked, either by request or implicitly through termination of employment, are removed from the access list.
- An accurate, current log of non-routine accesses to controlled areas is kept.

Emergency exits all have audible and monitored alarms which are periodically verified.

**4.0.2.11.3 (M)** Disclose physical data center locations that will be used for State data to meet external audit requirements.

Supported. IBM will disclose the physical location of data centers to the State.

**4.0.2.11.4 (M)** Ability for the state to perform onsite audits of respondent data center hosting facilities to ensure security compliance.

Supported. The state will not be allowed direct access to audit the facility. However, IBM is willing to work with the state and a third party that can independently verify IBM security



certification of the facility.

**4.0.2.11.5 (M)** Provide and describe the logical security controls for each Respondent data centers and for equipment within the associated data centers.

Supported. There is a security policy which is updated annually. This policy addresses the following areas, based on a best practice ISO27001/27002 approach to security:

Security controls for platforms

- Identification, Employment Verification, and Registration
- Access Authorization, Remote Access, User Resources
- Information Protection, Residual Information, and Encryption
- Privileged Authority
- Harmful Code
- Vulnerability Scanning
- Security Patch Management
- Server and Service Activation and Deactivation
- Activity Auditing
- Compliance Health Checking
- Security Incident Reporting & Management
- Physical Protection of Systems, Networks and Storage Media
- Application Security
- Network Security

**4.0.2.11.6 (M)** Indicate the methodology and frequency in which you audit your physical and logical security.

Supported. IBM security reviews/audits are conducted on an annual basis (unless otherwise required by a specific policy) by dedicated security staff. Systems & data centers within IBM have a variety of security policies that are applicable to them.

IBM "Application Security, Controls and Auditability (ASCA)" is a compliance program internal to IBM to ensure Application Security for LotusLive applications. The program encompasses certification processes for the development, deployment and management of applications at IBM which will Support, deliver or process IBM and IBM Customer Information. The program is established to test control mechanism such as Access Control, Change and Systems management processes, Data Protection and Privacy controls, and executive accountability. These programs have been developed in accordance with International and Industry Standards for Security, Privacy and Auditability.

Security compliance health checks are performed at intervals based upon the systems use.

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These are performed by scripts and through centralized security tools. Security personnel not on the system's support team review and verify the results as identified in the separation of duties matrix.

**4.0.2.11.7 (M)** Ability to provide accessibility and security of email records during their entire storage period with the hosted environment.

Supported.

**4.0.2.11.8 (M)** Password policy enforcement by groups or domains.

Supported.

The State of UT can define password policies based on any of its groups or domains with the use of SAML.

**4.0.2.11.9 (M)** Provide your background vetting process for employees and contractors.

Supported. Human resources security is intended to ensure that employees, contractors and third party users understand their responsibilities and to reduce the risk of theft, fraud or misuse.

- It is required that all assignments have documented job descriptions.
- Employees and contractors periodically certify their understanding of the policies regarding business conduct and security requirements.
- An employee's or contractor's employment termination or change in employment within the organization is managed, as is the return of all IBM equipment and the removal of all access rights.

Contractor & contracting agencies are subject to the same policies and controls as IBM staff.

**4.0.2.11.10 (M)** Describe any encryption capabilities provided including the support of transport layer security and at rest encryption.

Supported. Data is encrypted at rest. Client interaction is protected with SSL through HTTPS (and POPs, IMAPs, SMTPs for mail) over the internet. Transmission over the Internet or other insecure network is encrypted.

**4.0.2.11.11 (M)** Restrict visibility of documents to specific users or groups.

Supported. IBM supports fine grained security on documents and access can be managed based on user or group.

**4.0.2.11.12 (M)** Provide your standard operating procedures for the creation and administration of user accounts.

Supported. IBM can create the user accounts or the State of UTAH can manage user accounts. With the use of SAML and federated identity management, user management can be integrate with a user management system at the State

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**4.0.2.11.13 (M)** What is your standard operating procedure for new hire and termination of your employees with regard to physical and logical security.

Human resources security is intended to ensure that employees, contractors and third party users understand their responsibilities and to reduce the risk of theft, fraud or misuse.

- It is required that all assignments have documented job descriptions.
- Employees and contractors periodically certify their understanding of the policies regarding business conduct and security requirements.
- An employee's or contractor's employment termination or change in employment within the organization is managed, as is the return of all IBM equipment and the removal of all access rights.

Contractor & contracting agencies are subject to the same policies and controls as IBM staff.

**4.0.2.11.14 (M)** Provide your standard operating procedure for allowing authorized customer representatives and/or agents access to the data center facility.  
Supported. No customer representatives have access to the datacenters. Third party agents may be allowed based on discussion.

**4.0.2.11.15 (M)** Provide your standard operating procedure for allowing authorized customer representatives and/or agents remote access to the computing facilities.  
Supported. No remote access to the facility is available to customers or customer agents.

**4.0.2.11.16 (M)** Multi-tenant environment restricted to government entities only.

Not Supported at this time with LotusLive but is in the roadmap for 2011.

**4.0.2.11.17 (M)** Explain any security risks associated with a multi-tenant server model and provide potential mitigation strategies.

Supported. All data within LotusLive is encrypted at rest preventing unauthorized access.

**4.0.2.11.18 (M)** Explain the steps needed, and costs associated, with allowing applications to utilize email services.

Supported. It depends on the type of integration required. If your application requires a mailbox and a mail account the additional cost would be the cost of the account.

Since LotusLive Notes is a full Notes implementation any applications developed to work directly in Notes can be supported at no or little additional cost.

**4.0.2.11.19 (M)** Provide and describe spam, virus and Message Transfer Agent capabilities including capabilities for DoS protection, dictionary harvest protection, fraud protection, quarantine provisioning, content filtering, inbound email filtering services, and outbound filtering services.

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Supported.

LotusLive provides a security rich infrastructure. Network security is provided by high performance, state of the art firewalls which combat DoS and phishing attacks. All client communications are encrypted with 128 bit algorithms, through SSL on HTTP calls, and through RC2 in our Sametime Instant Messaging protocol. System backups leverage 128-bit AES encryption. Real time Antivirus support services provide on demand scanning capabilities for the LotusLive environment. IBM uses a robust commercial AV product which is deployed not only on the system servers but within the application to provide immediate real time scanning on file storage and sharing.

**4.0.2.11.20 (DR)** Provide and describe your vulnerability identification and mediation process.

Supported.

Vulnerability scanning uses an industry accepted scanner and scanning profile that matches the security policy, identifying vulnerabilities based on CVE reference, and vendor advisory numbers. The scanning is scheduled periodically, with vulnerabilities corrected in timeframes set in the security policy based on severity.

During the development process a number of automated and manual measures have been put in place to catch security or vulnerability issues.

The manual measures are:

1. Cross Site Scripting training to all developers in the team.
2. A Secure Coding check list was created against which each component is checked.
3. Code reviews are held regularly in LotusLive for new functionality.
4. A Security review is performed for every component or major feature of a component to check for any issues that are related to security or privacy in that component
5. Security and Privacy checks are part of the "Go/No Go" check list that has to be done before any build is deployed to production.
6. Any issue highlighted in the 'vulnerability' category of our issue tracking system is subject to special expedited handling.

The automated measures are:

1. Unit tests scan the code during build and check the code is compliant with a secure coding check list. Any compliance issues are flagged and cause the build to fail. Some example checks are non-escaping of html and XSS vulnerabilities.
2. Rational AppScan is used by the test team and is part of the Go/No Go check list for each release.

**4.0.2.11.21 (DR)** Provide and describe your logging process including the types of services and devices logged; the event types logged; and the information fields.

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Supported. The operating system and identity management system logs are used to support tracing of actions by privileged users, and regular user log ins to the applications.

The type of information captured in application logs is:

- Any unauthorized application access attempts
- Any action the user is prevented from performing
- Any customer or subscriber changes

In addition, the data center logs include:

- Successful and unsuccessful logon access attempts
- Activities performed by users with system or security administrative authorities, i.e., privileged users
- For network address management systems, all successful assignment and release of network IP addresses

At least the following information: date, time, user identifier and type of access attempt or activity

**4.0.2.11.22 (DR)** Explain the steps needed, and costs associated, with enabling converged communication capabilities (for example, integrating presence into email or routing voice mail to email).

Supported. No additional cost if Voicemail services is capable of routing voicemail directly to mailboxes.

**4.0.2.11.23 (DR)** Compliance with HIPAA Security Rule, 45CFR Par 160 and sub parts A and C of Part 164, including filtering of email records to ensure that HIPAA protected information is not sent through the email system.

Supported. IBM does not provide this service directly. The LotusLive mail service does provide a mail agent function where by the State of Utah can provide this filtering.

**4.0.2.11.24 (DR)** Compliance with PCI-DSS 1.2.1 and projected compliance with PCS-DSS 2.0 effective January 2011)

Not supported.

**4.0.2.11.25 (DR)** Compliance with PHI 45CFR 160.103 and Section 13400 of Subtitle D (Privacy) of the Hi-tech Act provisions of ARRA of 2009.

Not supported.

#### **4.0.2.12 PERFORMANCE MEASURES**

**4.0.2.12.1 (M)** Ability to guarantee reliability and uptime greater than 99.9%. Additional points will be awarded for 99.99% or greater availability.

Supported. LotusLive provides a 99.9% uptime Service Level Agreement (SLA) for all services.

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**4.0.2.12.2 (M)** Provide the uptime service and related Service Level Agreement (SLA) criteria. Supported.

**SERVICE LEVEL AGREEMENT**

IBM LotusLive Engage, Connections, Meetings, Events, iNotes and Notes

IBM provides this SLA to its Customers subject to the following terms. The version of this SLA that is current at the commencement or renewal of the term of your subscription will apply. You understand that SLA does not constitute a warranty to you.

**1. Definitions**

- a. "Authorized Contact" means the individual you have specified to IBM who is authorized to submit Claims under this SLA.
- b. "Availability Credit" means the remedy IBM will provide for a validated Claim. The Availability Credit will be applied in the form of a credit or discount against a future invoice of subscription charges for the Service.
- c. "Claim" means a claim submitted by your Authorized Contact to IBM pursuant to this SLA that a Service Level has not been met during a Contracted Month.
- d. "Contracted Month" means each full month during the term of the Service measured from 12:00 a.m. EST on the first day of the month through 11:59 p.m. EST on the last day of the month.
- e. "Customer" means an entity subscribing for the Service directly from IBM, which has entitlement for at least five hundred (500) authorized users of the Service at the time of submitting a Claim, and which is not in default of any material obligations, including payment obligations, under its contract with IBM for the Service.
- f. "Downtime" means a period of time during which production system processing for the Service has stopped and all of your users are unable to use all aspects of the Service for which they have appropriate permissions. Downtime does not include the period of time when the Service is not available as a result of:
  - a. Planned System Downtime.
  - b. Force Majeure.
  - c. Problems with Customer or third party applications, equipment or data.
  - d. Customer or third party acts or omissions (including anyone gaining access to the Service by means of your passwords or equipment).
  - e. Failure to adhere to required system configurations and supported platforms for accessing the Service.
- g. "Event" means a circumstance or set of circumstances taken together, resulting in a failure to meet a Service Level.
- h. "Force Majeure" means acts of God, terrorism, labor action, fire, flood, earthquake, riot, war, governmental acts, orders or restrictions, viruses, denial of service attacks and other malicious



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conduct, utility and network connectivity failures, or any other cause of Service unavailability that was outside IBM's reasonable control.

i. "Planned System Downtime" means a scheduled outage of the Service for the purpose of service maintenance.

j. "Service" means the IBM LotusLive service(s) to which this SLA applies, as shown on the first page of this SLA. This SLA applies to each Service individually and not in combination.

k. "Service Level" means the standard set forth below by which IBM measures the level of service it provides in this SLA.

## 2. Availability Credits

- In order to be eligible to submit a Claim you must have logged a support ticket for each Event with the IBM customer support help desk for the applicable Service, in accordance with IBM procedure for reporting Severity 1 support issues. You must provide all necessary detailed information about the Event and reasonably assist IBM with the diagnosis and resolution of the Event to the extent required for Severity 1 support tickets. Such ticket must be logged within twenty-four (24) hours of your first becoming aware that the Event has impacted your use of the Service.
- Your Authorized Contact must submit your Claim for an Availability Credit no later than three (3) business days after the end of the Contracted Month which is the subject of the Claim.
- Your Authorized Contact must provide to IBM all reasonable details regarding the Claim, including but not limited to, detailed descriptions of all relevant Events and the Service Level claimed not to have been met.
- IBM will measure and report internally total combined Downtime during each Contracted Month. For each valid Claim, IBM will apply the highest applicable Availability Credit based on the total combined Downtime during each Contracted Month. IBM will not be liable for multiple Availability Credits for the same Event in the same Contracted Month.
- For Bundled Services (individual Services packaged and sold together for a single combined price), the Availability Credit will be calculated based on the single combined monthly price for the Bundled Service, and not the monthly subscription fee for each individual Service. You may only submit Claims relating to one individual Service in a bundle in any Contracted Month, and IBM will not be liable for Availability Credits with respect to more than one Service in a bundle in any Contracted Month.
- The total Availability Credits awarded with respect to any Contracted Month shall not, under any circumstance, exceed 10 percent (10%) of one twelfth (1/12th) of the annual charge paid by you to IBM for the Service.
- IBM will use its reasonable judgment to validate Claims based on information available in IBM's records, which will prevail in the event of a conflict with data in your records.
- THE AVAILABILITY CREDITS PROVIDED TO YOU IN ACCORDANCE WITH THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM.

## 3. Service Levels – Availability of Service during a Contracted Month

Achieved Service Level during a Contracted Month

**State of Utah RFP****Availability Credit**

(% of Monthly Subscription Fee for Contracted Month which is the subject of a Claim)

<99.9% 2%

<99.0% 5%

<95% 10%

"Achieved Service Level" percentage is calculated as: (a) the total number of minutes in a Contracted Month, minus (b) the total number of minutes of Downtime in a Contracted Month, divided by (c) the total number of minutes in a Contracted Month, with the resulting fraction expressed as a percentage.

Example: 50 minutes total Downtime during Contracted Month

43,200 total minutes in a 30 day Contracted Month – 50 minutes Downtime = 43,150 minutes  
= 2% Availability Credit for 99.8% Achieved Service Level

43,200 total minutes in a 30 day Contracted Month

**4. Exclusions.**

This SLA is made available only to IBM Customers. This SLA does not apply to the following:

- Beta and trial Services.
- Claims made by an IBM Customer's users, guests, participants and permitted invitees of the Service.
- If you have breached any material obligations under the Terms of Use,

Acceptable Use Policy or your contract for the Service, including without limitation, breach of any payment obligations.

**4.0.2.12.3 (M)** Specify and provide the process to be used for the State to call the Respondent for support, who will be providing the support, and describe the basis of availability.

Supported. Technical Support for the Service is provided via the IBM iSRVCE tool and by telephone. IBM will coordinate problem determination, attempt resolution, and log and track the request to closure, in accordance with the severity code.

**4.0.2.12.4 (M)** Describe the consequences if the Respondent fails to meet incident response time and incident fix time.

Supported. Should a support issue impact availability, then availability credits will be distributed per 4.0.2.12.2

**4.0.2.12.5 (M)** Describe the procedures and schedules for any planned downtime.

Supported. A maintenance window is maintained every weekend

**4.0.2.12.6 (M)** Describe the consequences if disaster recovery metrics are not met.

Supported. Should a issue impact availability, then availability credits will be distributed per 4.0.2.12.2

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**4.0.2.12.7 (M)** Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

Supported, we have two data centers located on the coasts of the United States.

**4.0.2.12.8 (M)** Describe any SLAs addressing key application functions such as time for user login.

Supported. No SLAs are provided beyond the 99.9% uptime.

**4.0.2.12.9 (M)** Describe the deleted item recovery capabilities and specify the time period for deleted item recovery.

Supported. Messaging users who accidentally delete data have two weeks from the time of deletion to recover the items from their trash folder before it is removed permanently.

**4.0.2.12.10 (M)** Describe the procedure for mailbox/message recovery.

Supported. As stated in 4.0.2.12.9, messages deleted by end users are available in the trash folder for two weeks.

**4.0.2.12.11 (M)** Clarify the default recovery point objective and recovery time objective disaster recovery metrics.

Not supported, RTO and RPO are not offered at this time with LotusLive but are a roadmap item for 2011.

**4.0.2.12.12 (M)** Describe the responsibility for and time required for adding/deleting/moving user mailboxes.

Supported. Adding and deleting mailboxes is managed via the admin web interface and is typically processed within 24 hours.

**4.0.2.12.13 (M)** Confirm the ability of the user to utilize Web Access and the Active Sync protocol for mobile devices.

Supported. Browser access to all services is provided and Active Sync is leveraged to deliver push mail, calendar and contact information to iOS and Android devices.

**4.0.2.12.14 (M)** Describe any human resources that will be dedicated to the state account, the duties of that individual(s) and provisions for regular communications.

Supported. The service does not dedicate individuals to the state beyond the services team involvement represented in later sections of this document.

**4.0.2.12.15 (M)** Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

Supported. Reports are provided to administrators of existing customer deployments.

**4.0.2.12.16 (M)** Clarify the responsibility for providing end-user help desk services.

Supported. End user help desk services are maintained by the state.

**4.0.2.12.17 (DR)** Describe any options (including cost) for more aggressive and extensive

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disaster recovery metrics.

Not supported. LotusLive does not provide DR metrics at this time (a roadmap item for 2011)

**4.0.2.13 COLLABORATION**

**4.0.2.13.1 (M)** Ability to create and manage folders for the files.

Supported. LotusLive provides the ability for users to create and manage "file collections" which provide a logical storage for files.

**4.0.2.13.2 (M)** Ability to collaborate with staff members that are telecommuting or otherwise away from a State facility.

Supported. LotusLive is a true cloud solution providing collaboration to staff members that are telecommuting or otherwise away from a State facility.

**4.0.2.13.3 (M)** Ability to share data and files stored within the solution with a Web interface.  
Supported. LotusLive Files provides an online space for storing and sharing documents, presentations, bookmarks and content collections from an Internet, web, interface.

**4.0.2.13.4 (M)** Ability to share a folder of documents.

Supported. LotusLive allows users to share a file collection with a user or group of users. You can share your content with anyone who has an e-mail account, or you can choose to keep it private. You can share with people or communities, your entire company or keep it private.

**4.0.2.13.5 (M)** Ability to have *multiple staff members work on common files at the same time* and maintain version control (i.e., who, what, when).

Supported in beta environment. Planned for release in 2011.

**4.0.2.13.6 (M)** Ability to recover or revert to prior file version.

Supported. LotusLive allows for multiple versions to be uploaded and simply clicking on a version to make it the current version.

**4.0.2.13.7 (DR)** Availability of internal collaboration tools.

Supported. Available for internal use only or both internal and external.

**4.0.2.13.8 (DR)** Delegation and transfer of ownership of the files.

Supported. Administration controls to allow for this.

**4.0.2.13.9 (DR)** Export/Import functionality for all editable file types.

Supported. LotusLive Files allows users to easily upload and download all editable file types from a web browser.

**4.0.2.13.10 (DR)** Ability to create or leverage existing groups of employees. Access defined groups (Agency, division, bureau) or create new groups quickly based on project / task needs.

Supported. Can delegate to groups that are existing or create new groups via contacts to work with.

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**4.0.2.13.11 (DR)** Availability of a Wiki type solution for collaboration that allows changes to be tracked by user.

Not supported at this time in LotusLive, Wikis are available in IBM's on-premise solution and are on the roadmap for LotusLive.

**4.0.2.13.12 (DR)** Ability to store not only documents and spreadsheets but also other media if needed.

Supported. LotusLive Files supports storage of any file type.

**4.0.2.13.13 (DR)** Ability to make any document or email part of a "To Do" List.

Supported. Easily create "To-Do" via LotusLive Activities.

**4.0.2.13.14 (DR)** Integration with external social media services.

Supported thru APIs. Integration with external processes is possible using the LotusLive APIs that are exposed, but this integration is not built into the service and would need to be developed by the state depending on the external service desired.

#### **4.0.2.14 OFFICE PRODUCTIVITY**

**4.0.2.14.1 (DR)** Presentation tools and ability to: read, open, edit, copy, paste, and display standard office product formats (e.g. .doc, .docx, .odt, xls, etc.).

Supported. Lotus Symphony available at no charge.

**4.0.2.14.2 (DR)** Track all documents / changes by user. Be able to preserve documents by user and date.

Supported. LotusLive Files allows for versioning.

**4.0.2.14.3 (DR)** Ability to capture an email as a file and save it and/or allow the email to be attached as a file in another system.

Supported. Can save email as a file when working with rich client.

**4.0.2.14.4 (DR)** Word Processing.

Supported. Lotus Symphony available at no charge.

**4.0.2.14.5 (DR)** Spreadsheet capability.

Supported. Lotus Symphony available at no charge.

**4.0.2.14.6 (DR)** Ability to migrate historical documents, spreadsheets, presentations and databases.

Supported as end users can upload existing documents into the service.

**4.0.2.14.7 (DR)** Ability to synchronize with apps that need access to Calendar and Address Book.

Not supported.

**4.0.2.14.8 (DR)** Ability to share documents/spreadsheets/presentations internally or externally.

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Can share files via LotusLive Engage, internally or externally.

**4.0.2.14.9 (DR)** Ability to edit documents either online or on a device that is not connected to the Internet.

Online Editors are in beta; local office productivity editors can be accomplished by Lotus Symphony which is free.

**4.0.2.14.10 (DR)** Functionality for form creation and database, with ability to share created forms to limited groups.

Supported.

**4.0.2.14.11 (DR)** Project management capabilities.

Supported with the Activities service of LotusLive Engage.

**4.0.2.14.12 (DR)** Drawing capabilities

Not supported at this time.

**4.0.2.15 VIDEO and WEB CONFERENCING**

**4.0.2.15.1 (DR)** Bandwidth efficiency and controls.

Supported. Optimized for all bandwidths.

**4.0.2.15.2 (DR)** Ability to archive video sessions.

Supported. Can record web conferencing with LotusLive Meetings service.

**4.0.2.15.3 (DR)** One to one internally.

Supported. Can host Web Conference one to one or one to many, internally or externally.

**4.0.2.15.4 (DR)** Multiple locations internally.

Supported. Participants can be at different sites for web conferencing.

**4.0.2.15.5 (DR)** Ability to utilize saved Video files within office productivity tools.

Supported. Saved meeting/video in .wmv format.

**4.0.2.15.6 (DR)** User tracking Options.

Administrators can receive reports on a company basis that expose detail of end user actions.

**4.0.2.15.7 (DR)** Office tools accessible to large virtual teams.

Supported.

**4.0.2.15.8 (DR)** Remote Desktop Access/Control.

Supported. Yes, controls can be passed.

**4.0.2.15.9 (DR)** External video conferences.

Supported. Video feeds can be available to external parties.

**4.0.2.15.10 (DR)** Real-time on screen notation and editing.

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Supported. Yes, via screen sharing.

**4.0.2.16 VIRTUAL STORAGE****4.0.2.16.1 (M)** Ability to search (e-Discovery) files.

Supported. LotusLive Files allows users to search for files that they own or have been shared.

**4.0.2.16.2 (DR)** User tracking options.

Administrators can receive reports on a company basis that expose detail of end user actions.

**4.0.2.16.3 (DR)** Ability to store files (all types) and work as a virtual drive on the PC desktop and with the operating system file manager or applications that integrate with storage services. Specify the amount of storage provided, how that amount can be increased, and under what conditions.

5 GB of storage and additional store can be purchased in allocation blocks of 100GB which can be shared amongst users (not a strict block purchase to 1 user).

**4.0.2.17 OTHER**

**4.0.2.17.1 (M)** Provide the process, responsibilities and costs for the cessation of the contract, including any costs and procedures for data migration and cleansing of State data from Respondent data centers.

Supported. When cessation of contract is agreed to by both parties, all data is removed from the service. Any data migration from the service prior to cessation would be at the discretion of the state.

**4.0.2.17.2 (M)** Segregation of State data from other data.

Supported. All data in the service is encrypted at rest, and is co located on physical hardware.

**4.0.2.17.3 (M)** State email and data storage by hosted providers remaining within the continental United States.

Supported. Yes, data centers are located in the USA.

**4.0.2.17.4 (M)** Access to State data and management functions by State staff.

Supported through normal access control list of administrative staff.

**4.0.2.17.5 (M)** Specialized deployment support from Respondent or Respondent partners.

Supported.

**4.0.2.17.6 (M)** Post deployment support from Respondent or Respondent partners.

Supported.

**4.0.2.17.7 (DR)** Access to State data and management functions by non-State entities and personnel.

All data is encrypted at rest and as such is not accessible to anyone.

**State of Utah RFP****4.0.2.17.8 (DR) Ability to utilize local and off-site based office productivity tools.**

Browser based productivity editors (not local to a workstation) are currently in development, but a locally installed office productivity tool (Lotus Symphony) is available for free supporting major file formats (MS Office format, Open Office format, and Symphony format). These files can then be shared using LotusLive Files.

**4.0.2.17.9 (DR) Availability of List server capabilities.**

Not supported.

Additional Notes for Section 4.0.2: While your requirements guide us to respond to this RFP with our most comprehensive solution, which combines LotusLive Notes and LotusLive Engage for messaging and collaboration, LotusLive also offers alternative messaging and collaboration services at a lower cost that may be appropriate for some users.

IBM's approach to providing email and collaboration begins with understanding the user communities and their needs. Most email and collaboration solutions in the market today provide one-size-fits-all solutions that either leave users dissatisfied by lack of capabilities or cost more than needed by providing capabilities that are not used. IBM recognizes that all users are not alike and has built a collaboration portfolio with each user group in mind.

If the State has a subset of users that don't require all of the capabilities listed in your requirements, we have a solution that provides the essentials of a messaging and collaboration environment. The solution combines LotusLive iNotes and LotusLive Connections. We have included pricing for this solution, as well as pricing for LotusLive Notes and Engage.

LotusLive iNotes includes a webmail client that should be instantly familiar to users and requires virtually no training. It also supports mobile device access to email via standards based IMAP and SMTP. The use of standards based IMAP makes LotusLive iNotes email accessible on virtually any operating system or mobile device, including the iPhone, iPad, Android, Windows Phone, WebOS. This compares with the LotusLive Notes Traveler or BES offerings, which extend that functionality to include calendar and contact synchronization as well as device management capabilities. While calendar or inbox delegation is not supported in LotusLive iNotes, it is fully integrated with the proposed Sonian archiving solution. The alternative collaboration product, LotusLive Connections, has a subset of LotusLive Engage functionality and shares many major features including Activities, To-Do, and File sharing but does not include the web meeting or charting capability.

We welcome the opportunity to work with you to refine the actual expenditure by the state and match the right capabilities to the varying roles that encompass the State's businesses. We would be happy to conduct an end user segmentation workshop to provide insight and an approach to how this analysis is done.





## **4 Project Plan (Section 4.0.3)**

### **4.0.3 Project Management and Implementation**

#### **4.0.3.1 STAFFING**

**4.0.3.1.1 (M)** The Respondent shall be responsible for all required costs attributable to its officers and employees, including, but not limited to, worker's compensation premiums and deductibles, unemployment compensation tax withholding contributions, tax withholding contributions, and similar items.

Supported. IBM understands all requirements in 4.0.3.1.1.

**4.0.3.1.2 (M)** The Respondent shall have the sole responsibility for the hiring, recruitment, management, training, and firing of the Respondent's employees. The Respondent shall disclose the names and positions of its officers and employees to DTS. The Respondent shall provide information on employees and officers as requested of any audit activity or report. The Respondent must submit a list of names for all employees who require access to State data and data centers so they can receive and pass a required DTS background check prior to gaining access to the State's secure resources and facilities.

Supported. IBM understands all requirements in 4.0.3.1.2 and will supply the required employee list to the State of Utah upon being awarded the contract.

**4.0.3.1.3 (M)** The Respondent shall ensure that all employees, consultants, and external staff that work on the implementation project have signed general and specific confidentiality and privacy statements to protect confidential data prior to gaining access to the State's secure resources and facilities.

Supported. IBM understands all requirements in 4.0.3.1.3 and will sign a Non-disclosure Agreement with the State of Utah for each IBM resource upon being awarded the contract.

**4.0.3.1.4 (M)** Respondents shall describe their procedure for conducting employee background checks, including, but not limited to, drug tests, and financial or criminal history. As warranted by any specific services to be developed under this contract, the Respondent shall agree submit a list of names of employees to undergo employee background checks, as determined by the State, with DTS as the managing partner. This includes employees with ongoing operational responsibilities that have access to State data.

Supported. IBM understands all requirements in 4.0.3.1.4.

Under the Fair Credit Reporting Act, and using a third party vendor who specializes in criminal background searches, IBM conducts a seven year search based on seven years of addresses for all new hires as part of IBM's pre-employment process. The search includes federal, state and county and provides felony and misdemeanor records that are convictions, dismissals or

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pending charges. In addition to the criminal search, a Social Security Number validation is performed. Each report is reviewed and if there is a record, a thorough review is conducted with IBM Human Resource and Legal as appropriate before the individual starts with IBM. For new hires that attained a degree within the past 18 months, IBM verifies the degree. IBM will also ensure each new hire acknowledges by signature that they have read the IBM Substance Abuse Policy.

**4.0.3.1.5 (M)** The Respondent shall recruit, hire, retain, and train qualified and sufficient personnel to implement the project plan. DTS reserves the right, as the State contracting organization, to recommend staffing additions to reduce migration wait times and improve implementation responsiveness to agencies. All such requests will be made in writing, and shall be within the agreed upon scope of the contract. The Respondent must provide a list of proposed or existing staff to meet the proposed service levels.

Supported. IBM understands all requirements in 4.0.3.1.5. IBM will provide appropriate resources to successfully complete this project. The list of proposed staff will be provided upon being awarded this contract.

**4.0.3.2 IMPLEMENT TECHNOLOGY BEST PRACTICES**

**4.0.3.2.1 (M)** The Respondent shall follow professional practices, including the development of project plans, requirements documentation, design documentation, test data, and test procedures. The Respondent shall describe in their proposals what methodologies and best practices that they adhere to.

Supported.

***Introduction***

An easy-to-use project methodology provides value by increasing customer satisfaction through more consistent delivery excellence in both scoping and delivering services projects. Improved delivery excellence and higher customer satisfaction are important steps for IBM Software Services for Lotus (ISSL).

Methods such as the Unified Method Framework (UMF) and the IBM MethodWeb provide a very powerful and generic framework as well as a vast number of predefined delivery processes. However, the power and size of these models and related tools has left many practitioners feeling that they are too complex, generic or require too much overhead to apply in a cost effective way.

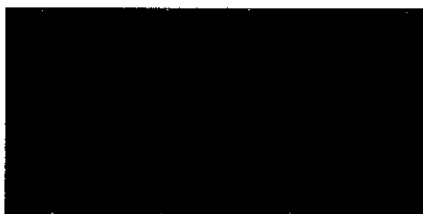
***ISSL Method***

The goal of the ISSL method approach is to define a "minimal but sufficient" method approach and tooling. The approach is lightweight, providing a high degree of out-of-the-box value through directly reusable work products (plus document templates, samples, ...) while still allowing models to be adapted to specific engagement requirements where required.

The ISSL Method aims to get maximum buy-in from ISSL practitioners, while still being in line with IBM methods and tools, in particular the Unified Method Framework and corresponding tooling like the Rational Method Composer (RMC).

Some of the key aspects of the ISSL Method are:

- Engagement Models are defined with a Work Product centric view only. Thus ISSL Method focuses on what needs to be created rather than when or in what sequence to create something (as in a process centric view).
- Each Engagement Model is derived from a corresponding UMF/Methodweb model and is pre-tailored to general ISSL requirements.
- ISSL Method Engagement Models are represented by set of mandatory work products (Core Model) and a set of optional work products. Optional work products are being identified through the use of a Questionnaire, which needs to be answered based on specific project requirements. This results in an Adopted Model reflecting the list of required work products for a specific project or engagement.
- Work Products in ISSL Method are directly reused from MethodWeb whenever possible.
- In addition to the Core Model and Questionnaire, Guidance Documents, Templates and Reusable IC specific to ISSL or our technologies and products are provided as part of an Engagement Model.
- Each ISSL Engagement Model is published as a Notes database based on a centrally maintained database template.



*Figure 1: An ISSL Method Engagement Model*

#### **4.0.3.2 INTERACT EFFECTIVELY WITH THE STATE**

**4.0.3.2.1 (M)** The Respondent shall work with the DTS Infrastructure Management Group, and in cooperation with Agency Partners, to implement the hosted email, communication, and collaboration services project.

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Supported. The scope of the migration services is to migrate 20,000 Groupwise users to LotusLive Notes, including mail file data migration. The current total mail size is approximately 6.29 TB.

**4.0.3.2.2 (M)** The Respondent shall provide a mutually defined and approved Service Level Agreement (SLA) that addresses both migration and transition deliverables, and ongoing service level expectations.

Supported. Except for Weekly Status Reports and the Project Plan each Deliverable Material will be reviewed and accepted in accordance with the following procedure:

1. One (1) electronic copy of the Deliverable Material will be submitted to the State of Utah Project Manager. It is the State of Utah Project Manager's responsibility to make and distribute additional copies to any other reviewers.
2. Within five (5) business days of receipt, the State of Utah Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no written list of requested revisions from the State of Utah Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted.
3. The IBM Project Manager will consider State of Utah's timely request for revisions, if any, within the context of IBM's obligations.
4. Those State of Utah revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the State of Utah Project Manager, at which time the Deliverable Material will be deemed accepted
5. Those State of Utah revisions not agreed to by IBM will be managed in accordance with Project Change Control Procedure, which is spoke about in response to section 4.0.3.10.2.
6. Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth, as stated below.

**Escalation Procedure:**

1. The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW
2. When a conflict arises between State of Utah and IBM, the project team member(s) will first strive to work out the problem internally
3. Level 1: If the project team cannot resolve the conflict within two (2) working days, the State of Utah Project Manager and IBM Project Manager will meet to resolve the issue
4. Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the State of Utah Executive Sponsor will meet with the IBM Project Executive to resolve the issue
5. If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure as stated in response to section 4.0.3.10.2.

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6. If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, State of Utah agrees to pay IBM for a) all Services IBM provides and any Products and Materials IBM delivers through termination, b) all expenses IBM incurs through termination, and c) any charges IBM incurs in terminating the Services.
7. During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. State of Utah agrees to pay invoices per the Agreement.

**4.0.3.3 COMPLIANCE WITH ALL STATUTORY and LEGAL REQUIREMENTS**

**4.0.3.3.1 (M)** The Respondent shall comply with all relevant county, State, and federal statutes, rules, and regulations applicable to assuring privacy and confidentiality. Any special rules must be included in the SLA by the Agency Partners.

Supported. Please refer to the attached document entitled Agreement for Exchange of Confidential Information.

**4.0.3.4 COMPLIANCE WITH DTS STANDARDS and POLICIES**

**4.0.3.4.1 (M)** All services shall be performed in accordance with DTS standards and policies. These standards and policies can be found at: <http://dts.utah.gov>.

The successful Respondent shall work with DTS on developing any additional standards that the Respondent believes are appropriate to successfully implement Hosted Email, Communication and Collaboration services. The Respondent shall document all systems analysis and programming activities. Copies of all such work shall be available for inspection by DTS before such programs are implemented.

Supported. IBM understands the DTS requirements and policies.

**4.0.3.5 PROJECT SCOPE DEFINITION**

**4.0.3.5.1 (M)** Define the project scope with primary emphasis on Email, Calendaring, Scheduling, Training, and Application Email Modifications

Supported. The scope of the migration services is to migrate 20,000 Groupwise users to LotusLive Notes, including mail file data migration. The current total mail size is approximately 6.29 TB. The State of Utah infrastructure to be migrated includes:

- 140 servers
- 6.29 TB of data
- 49 GroupWise domains

The following key assumptions were made to create this response:

6. 20,000 users come from the same SMTP domain and from the same email system.
7. No client software deployments are included within this estimate.

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8. User migration is estimated at 250 users per day per migration thread utilizing 2 concurrent threads, for a total of 500 users per day.
9. Training options are described in section 4.0.3.7.9.
10. The State of Utah currently has approximately 240 existing applications that utilize SMTP routing within their mail environment, which will be assessed in more detail during the assessment and design/planning tasks to provide similar functionality within the LotusLive Notes environment.

To accomplish migration of current mail data IBM will leverage a staging server and Network Attached Storage to facilitate movement of user messaging, calendaring and contact data into the new environment. Through this staging server we ensure that all data brought in is free of viruses and dangerous embedded code as well as prepare the data for ingestion into the environment. A typical migration of data includes creating the user account(s) in the new environment, stage the user mail files on the staging server, and import the user mail data.

As part of the engagement, IBM will implement a tool that assists and automates a number of steps in the transition process. While the tool and the staging server on which it runs are pre-built, they are configured with certain items specific to the customer environment.

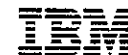
During this activity, IBM will finalize configuration and implementation of:

- a. One (1) staging server to be used for managing the transition of all users regardless of geographical distribution or location of source data.
- b. One (1) instance of the onboarding workflow tool running on a Domino 8.5.2.
- c. Two (2) network attached storage (NAS) devices attached to the staging server on which user databases will be transported to the LotusLive Notes data center.
- d. Up to three (3) end user communication messages generated by the workflow tool:
  - i) One (1) advanced notice message about scheduled transfer date.
  - ii) One (1) message targeting users who will use LotusLive Notes via a browser confirming the switch has occurred and what actions they need to take.
  - iii) One (1) message targeting users who will use LotusLive Notes via the Lotus Notes client confirming the switch has occurred and what actions they need to take.

IBM will validate that the account created for them in LotusLive has access to the appropriate administrative UI controls to manage the database import process.

There is no support for hosting current Domino/Workflow applications in the cloud environment. These will need to remain in the current infrastructure.

**4.0.3.6 PROJECT DELIVERABLES****4.0.3.6.1 (M) Specify the project deliverables including all of the following:**

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Supported. All project deliverables listed below are addressed within work product documents that are created utilizing the ISSLMethod methodology for this project. The specific work product document number is identified for each deliverable listed below.

- Project Management;

Project Status Report (ENG 348) - The primary deliverable will be a document describing the hours worked, work accomplished, work to be accomplished, and issues encountered. Example of sections:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Top issues and risks
- Problems, concerns, and recommendations
- Financial status

Project Plan (ENG 345) - The project plan will contain the activities, tasks and overall work breakdown structure for the project. Assigned resources will be shown against each line of task along with dependencies, estimates of effort / duration and task completion.

- Tasks will be defined down to no lower than half-day increments.
- Cost estimates of resources and tracking of costs to activities are excluded from the project plan.
- The State of Utah project manager will provide all inputs and activity updates for State of Utah resources to the IBM project manager; i.e., the IBM project manager is not responsible for directly soliciting status from State of Utah technical resources.
- Password Synchronization;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Infrastructure Domain Creation and Setup;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Message Security and Discovery;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Infrastructure Mail Routing;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Mobile Infrastructure Services;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.

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- User and Global Address List Provisioning and Synchronization;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Calendar Free/Busy and Scheduling Facility;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Content Migration Tools;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Application Email and Calendar Discovery and Coding Modification;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Content Migration – Email, attachments, and archived messages;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Content Migration – Calendar;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Content Migration – Contacts;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Account Deactivation Process;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Communication and Change Management Process;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Integration with the State's Change Management Process;
  - This deliverable will be addressed during the initial stages of the project within the Deliverable Definition (ENG 326) document.
- Help Desk Integration;
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Training;



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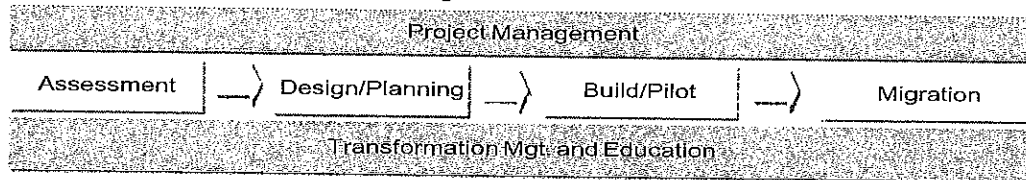
- This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.
- Problem Escalation Process
  - This deliverable will be addressed during the initial stages of the project within the Architectural Decisions (ART 0513) document.

#### 4.0.3.7 IMPLEMENTATION PHASES and DESCRIPTION

**4.0.3.7.1 (M)** Specify and define the proposed project timelines for each project phase and migration option.

Supported. The IBM/Lotus team can help State of Utah effectively plan and implement their transition to LotusLive Notes to ensure a smooth transition. IBM leverages a best practice approach and methodology based on years of experience gained in executing transition projects covering a diverse range of customer scenarios.

The diagram below shows the high level of a four phase approach that would be taken to execute this transition for a successful migration within State of Utah:



IBM Migration with Data Migration	Duration	Start Date	End Date
<b>Task I – Assessment</b> Deliverables: <ul style="list-style-type: none"> <li>▪ Current Environment Assessment Document</li> <li>▪ Requirements Document</li> <li>▪ Revised Project Plan</li> <li>▪ Issues Management Plan</li> <li>▪ Change Management Plan</li> <li>▪ Training Plan</li> <li>▪ Communications Plan</li> <li>▪ Risk Management Plan</li> </ul>	5 days	TBD	TBD
<b>Task II -- Design / Planning</b> Deliverables: <ul style="list-style-type: none"> <li>▪ Architecture Decision Records Document</li> <li>▪ Data Migration Strategy Document</li> <li>▪ User Migration Process Design Document</li> <li>▪ Pilot Plan</li> <li>▪ Test Plans</li> <li>▪ Test Environment Setup</li> </ul>	10 days	TBD	TBD

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IBM Migration with Data Migration	Duration	Start Date	End Date
<b>Task III -- Build / Pilot</b> Deliverables: <ul style="list-style-type: none"> <li>▪ Data Migration Tools</li> <li>▪ Migration Tools Configuration Document</li> <li>▪ Test Results Document</li> <li>▪ Pilot Results Document</li> <li>▪ Deployment Plan</li> </ul>	15 days	TBD	TBD
<b>Task IV -- Enterprise Migration and Migration Support</b>	40 days	TBD	TBD

\* Assumes 20,000 users migrating from Groupwise mail platform.

**4.0.3.7.2 (M)** Specify and define the project initiation phase and related requirements and deliverables.

### Assessment

Supported. The initial phase of a transition project is Assessment. In this phase, the following activities will be undertaken with State of Utah to ensure that our assigned project team has a very clear understanding of the existing environment.

- Collaboratively review State of Utah's existing and future messaging system requirements and goals.
- Create a State of Utah communication and exact deployment plan that ensures maximum continued productivity.
- Assess potential areas of risk and outline these options and strategies to the State of Utah, based on our migration experience. Once decided, we can make decisions to avoid or minimize areas before they impact the project
- Review data migration and coexistence needs and outline strategies and tools to maximize data integrity and fidelity while minimizing the State of Utah migration timescales.
- Complete a skills gap analysis and develop a training strategy for administrators, Help Desk personnel, and end users / trainers.
- Assess the State of Utah's ability to absorb this type of change and offer strategies for discussion to manage the transition more effectively.

Assessment Deliverables from the ISSLMMethod:

1. ART 0506 – Current IT Environment
2. ART 0513 – Architectural Decisions
3. ART 0512 – Architectural Overview
4. ENG 348 – Project Status Report
5. ENG 345 – Project Management Schedule
6. ART 0507 – Non-functional Requirements

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7. ENG 332 – Issues Log
8. ENG 326 – Deliverable definition

**4.0.3.7.3 (M)** Specify and define the project design phase and related requirements and deliverables.

**Design and Planning**

Supported. The Design/Planning phase seeks to define in detail the exact nature of the overall solution for the State of Utah, covering the following activities:

- Define the coexistence model that will be required for the period of time that users have their data migrated and their new services provisioned, including mail routing, directory updates.
- Define the detailed State of Utah migration process that will be followed to move the user and their data from the existing solution to the new solution
- Define explicitly what existing data will be migrated.
- Jointly plan a State of Utah communication strategy to ensure that stakeholders are aware at all stages of the project as to status, process, schedule and activities.
- Jointly plan our deployment strategy for the State of Utah including proof of concept, pilots, messaging system coexistence and system rollout as appropriate to minimize cost and risk.
- Implement a test environment so that elements of the processes, tools and design decisions can be validated.

**Design/Planning Deliverables from the ISSLMetho**

1. ART 0515 – Component Model
2. ARC 010 – Technical Implementation Plan
3. ART 0522 – Operational Model
4. ENG 334 – Meeting Documentation
5. APP 133 – Master Test Plan
6. ENG 317 – Change Log
7. ENG 326 - Deliverable Definition

**4.0.3.7.4 (M)** Specify, define and describe the project development phase and related requirements and deliverables.

**Infrastructure Build and Pilot**

Supported. Given that the infrastructure for this solution will be off-premise, the typical infrastructure build phase will be a little different than would typically occur for an on-premise solution. During this phase the following activities will be undertaken:

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- Install and configure the data migration tools that will convert the existing messaging data from the source solution and move it to the new solution.
- Install and configure a local staging server environment to receive the migrated the State of Utah data and push to our newly hosted environment.
- Finalize the State of Utah pilot plan and prepare for execution of a pilot migration.
- Deliver training to administrators and helpdesk/support staff in preparation for pilot.
- Execute and support the pilot process to exercise the deployment and data migration tools and processes for a defined period of time and gather feedback from pilot stakeholders.
- Analyze pilot feedback and incorporate into configurations, processes and plans as required prior to launching the enterprise migration of users.

Build/Pilot Deliverables from the ISSLMMethod:

1. Updates as necessary to deliverable documents in previous phases.

**4.0.3.7.5 (M)** Specify, define and describe the project deployment phase and related requirements and deliverables.

**Transition/Migration**

Supported. Once the State of Utah pilot is completed and any adjustments have been made to configurations, processes and schedules, the enterprise transition phase begins. This phase will run as long as necessary to move all users and specified data to the new solution, and typically encompasses the following activities:

- Deliver training to end users (the schedule estimates assume quick reference cards and online self-paced but not mandatory classroom training prior to migration)
- Migrate users at a defined rate to meet the project end date goals
- Manage the transformation and support the change
- Execute and support the data migration tools and process

Project management and transformation management / knowledge transfer will be ongoing activities throughout the project lifecycle which is why they are depicted as spanning all phases of the project.

The phased approach will be used for each of the deployment scenarios requested above. The approach is consistent but some specific activities and timescales will be different in each scenario. The longest phase of the project will be the final migration phase because it will take a significant amount of time to perform the user and data transition, compared to the other phases of the project.

Transition/Migration Deliverables from the ISSLMMethod:

1. Updates as necessary to deliverable documents in previous phases.

**4.0.3.7.6 (M)** Specify, define and describe reportable project metrics.

Supported. Project metrics are provided within the Project Management responsibilities listed within Project Management section 3.5 and Project Status Report deliverables in section 4.0.3.6.1.

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**4.0.3.7.7 (M)** Specify, define and describe the go live support deliverables including on-site support, help desk integration and the overall ongoing support plan.

Supported. Technical Support for the Service is provided via the IBM iSRVCE tool and by telephone. IBM will coordinate problem determination, attempt resolution, and log and track the request to closure, in accordance with the severity code.

**4.0.3.7.8 (M)** Specify, define and describe the phased work plan from pilot through go-live implementation.

Supported. The work plan from pilot to go-live is part of the migration / transition phase to LotusLive Notes. See details in section 4.0.3.7.5.

**4.0.3.7.9 (M)** Specify, define and describe the overall training plan for end users, and trainers and specify training deliverables that will be provided.

Supported. The recommended training plan for user migrating to LotusLive Notes includes the use of Multi Media Library for LotusLive. The Multi Media Library for LotusLive is currently under development and will be available to the State of Utah as part of their purchase of LotusLive.

IBM offers multiple training options for additional training needs. The classes can be customized to each department based on their preferences. We can also provide them in a delivery method best matched to the audience. We can host instructor led online sessions, or provide an onsite instructor. Classes include:

- Lotus Notes and Lotus iNotes Basics
- Sametime Basics
- LotusLive Engage Basics
- LotusLive Meetings/Events Basics
- Lotus User Adoption Workshops
- Other customized courses

Prices vary depending on the delivery method selected.

IBM also offer free online sessions that are conducted periodically each month. These are not tailored to a specific customer, but users are free to attend. They are listed at <https://www.lotuslive.com/en/training>

**4.0.3.7.10 (M)** Specify, define and describe the organizational change management plan and specify communication deliverables.

**Supported.**

**Change Management Plan**

**Purpose:**

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The change management plan will document IT change management requirements, stakeholders and processes.

**Content:**

This document will define the change management needs of the project and will cover the following topics and is estimated to contain a maximum of five (5) pages:

- Change management tools
- Change management process (priorities, exceptions, escalation, authorization, communication)
- Stakeholders
- Roles and responsibilities

**Delivery Format:**

IBM will deliver one copy of this document in electronic format. The specific delivery day will be determined at project commencement.

**Communications Plan****Purpose:**

The communications plan will address the formal and informal ways in which changes will be communicated throughout the project.

**Content:**

This document is expected to be a maximum of five (5) pages in length and will cover the following topics:

- What key messages need to be communicated?
- Who needs to be told?
- When do they need to be told?
- How will they be told? (medium)

**Delivery Format:**

The IBM team will deliver one copy of this document in electronic format. The specific delivery day will be determined at project commencement.

**4.0.3.8 REPORTING REQUIREMENTS**

**4.0.3.8.1 (M)** Provide an overall project management plan that specifies tasks, timelines, and resource requirements. A Gantt chart may meet this requirement.

Supported. The estimated duration for this engagement, along with the resources required each week for each Task are:

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Phases by Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14
Task 1 -- Assessment	3													
Task 2 -- Design / Planning		3	3											
Task 3 -- Build / Pilot				4	4	4								
Task 4 -- Transition / Migration							3	3	3	3	3	3	3	3

**4.0.3.8.2 (M)** Describe, define, and where practicable provide examples of progress reports and metric reports that would be delivered to the State.

Supported.

### Weekly Project Status Report

#### Purpose:

IBM will provide weekly status reports advising the State of Utah Project Manager of the progress and status of IBM activities worked on during that period. Weekly status reports are expected to consist of 1 to 3 pages based on information to be conveyed. Specific format and delivery dates will be agreed upon between the IBM Project Manager and the State of Utah Project Manager.

#### Content:

The primary deliverable will be a document describing the hours worked, work accomplished, work to be accomplished, and issues encountered. Example of sections:

- Activities performed during the reporting period
- Activities planned for the next reporting period
- Top issues and risks
- Problems, concerns, and recommendations
- Financial status

#### Delivery Format:

IBM will deliver one copy of this document in electronic format on a weekly basis. The specific delivery day will be determined at project commencement.

### 4.0.3.9 STAFF ORGANIZATIONAL STRUCTURE

**4.0.3.9.1 (M)** Describe the composition of the team that will support project implementation for the State, and specify lead managers and responsibilities.

Supported. The IBM team will be comprised of the following:

**Project Manager** – This resource will manage the efforts of IBM resources and develop the work plan for the project. The IBM Project Manager will work closely with the State of Utah Project Manager to ensure that the project objectives are achieved and that issues are resolved

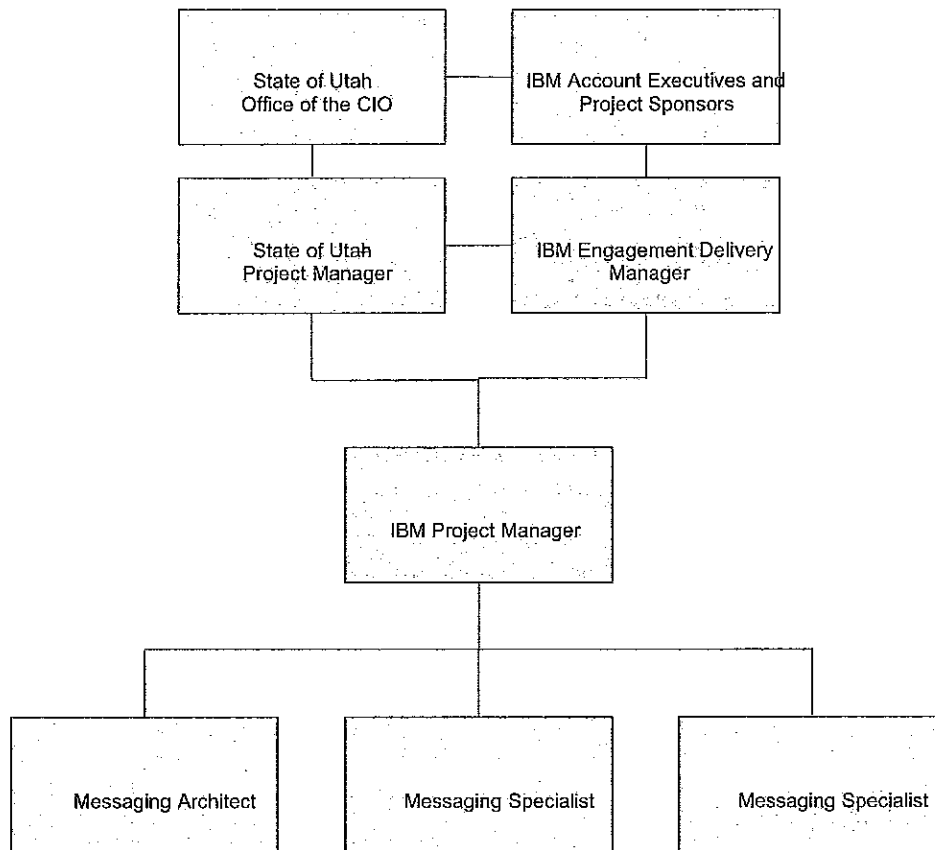
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in a timely manner. This resource will also lead the planning phase definition and creation of the On-Boarding Plan.

**Migration Architect Lead** – This resource is responsible for providing overall technical leadership to the project team and for the successful technical migration of the State of Utah user from their existing messaging systems to LotusLive. This resource will also assist the planning phase definition and creation of the On-Boarding Plan.

**Migration Specialists** (2) – These resources are responsible for the installation, configuration and deployment of the migration components and support of the State of Utah user migrations.



#### 4.0.3.10 INTERNAL CONTROL PROCEDURES

**4.0.3.10.1 (M)** Describe the process for decision-making and sign-off procedures with State personnel.

Supported. Except for Weekly Status Reports and the Project Plan each Deliverable Material will be reviewed and accepted in accordance with the following procedure:



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1. One (1) electronic copy of the Deliverable Material will be submitted to the State of Utah Project Manager. It is the State of Utah Project Manager's responsibility to make and distribute additional copies to any other reviewers.
2. Within five (5) business days of receipt, the State of Utah Project Manager will either accept the Deliverable Material or provide the IBM Project Manager a written list of requested revisions. If IBM receives no written list of requested revisions from the State of Utah Project Manager within five (5) business days, then the Deliverable Material will be deemed accepted.
3. The IBM Project Manager will consider State of Utah's timely request for revisions, if any, within the context of IBM's obligations.
4. Those State of Utah revisions agreed to by IBM will be made and the Deliverable Material will be resubmitted to the State of Utah Project Manager, at which time the Deliverable Material will be deemed accepted
5. Those State of Utah revisions not agreed to by IBM will be managed in accordance with Project Change Control Procedure, which is spoke about in response to section 4.0.3.10.2.
6. Any conflict arising from this Deliverable Materials Acceptance Procedure will be addressed as specified in the Escalation Procedure set forth, as stated below.

**Escalation Procedure:**

- 1 The following procedure will be followed if resolution is required to a conflict arising during the performance of this SOW
- 2 When a conflict arises between State of Utah and IBM, the project team member(s) will first strive to work out the problem internally
- 3 Level 1: If the project team cannot resolve the conflict within two (2) working days, the State of Utah Project Manager and IBM Project Manager will meet to resolve the issue
- 4 Level 2: If the conflict is not resolved within three (3) working days after being escalated to Level 1, the State of Utah Executive Sponsor will meet with the IBM Project Executive to resolve the issue
- 5 If the conflict is resolved by either Level 1 or Level 2 intervention, the resolution will be addressed in accordance with the Project Change Control Procedure as stated in response to section 4.0.3.10.2.
- 6 If the conflict remains unresolved after Level 2 intervention, then either party may terminate this SOW. If the conflict is addressed by termination, State of Utah agrees to pay IBM for a) all Services IBM provides and any Products and Materials IBM delivers through termination, b) all expenses IBM incurs through termination, and c) any charges IBM incurs in terminating the Services

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- 7 During any conflict resolution, IBM agrees to provide Services relating to items not in dispute, to the extent practicable pending resolution of the conflict. State of Utah agrees to pay invoices per the Agreement

**4.0.3.10.2 (M)** Describe the processes for tracking and monitoring project changes and revision requests from the State, and how such changes will impact costs and timelines.

Supported.

**The following process will be followed if a change to this SOW is required.**

- a. IBM and you may determine that it is necessary to exceed the number of estimated hours for the Services. In such event, you may authorize additional hours and funding by the written request of your SOW signatory. The request must reference the SOW number. Through the end of the calendar year (i.e., December 31) during which this SOW is originally executed, additional hours, funding, and End-Date extension may be requested in writing, at the originally contracted hourly rate charges. If accepted or initiated by IBM, such letter or e-mail will act as a change authorization to this SOW. All other requested changes will require execution of a Project Change Request as discussed below.
- b. A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- c. A PCR must be signed by authorized representatives from both parties to authorize implementation of the change. Until a change is agreed to in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

#### **4.0.3.11 HELP DESK PROCEDURES**

**4.0.3.11.1 (M)** Describe and define the responsibilities of the Respondent to train and integrate help and training services with existing State Help Desk services.

Supported. Technical Support for the Service is provided via the IBM iSRVCE tool and by telephone. IBM will coordinate problem determination, attempt resolution, and log and track the request to closure, in accordance with the severity code.

Additionally, the Customer Service Group (CSG) for LotusLive runs weekly enablement sessions for administrators looking to have hands on live training for the administration experience in the service.

#### **4.0.3.12 PROJECT DELAYS**

**4.0.3.12.1 (M)** In the event of a project delay, explain the Respondents responsibility for ensuring that sufficient resources will be provided to mitigate delays and costs that go over budget.

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Supported. The following procedure will be followed if the project is delayed and resolution is required to a conflict arising during the performance of this project.

When a conflict arises between The State of Utah and IBM, the project team member(s) will first strive to work out the problem internally. The following conflict escalation scheme and approach is recommended.

- **Level 1:** If the project team cannot resolve the conflict within two (2) working days, the State of Utah Project Manager, Primary Point of Contact and IBM Project Manager will meet to resolve the issue.
- **Level 2:** If the conflict is not resolved within three (3) working days after being escalated to Level 1, the State of Utah Executive Sponsor will meet with the IBM Project Executive to resolve the issue.
- **Level 3:** If the conflict remains unresolved after Level 2 intervention, resolution will be addressed in accordance with the Project Change Control Procedure listed below or termination of this engagement under the terms of the Agreement.

During any conflict resolution, IBM agrees to provide services relating to items not in dispute, to the extent practical pending resolution of the conflict. State of Utah does not have to pay the amount disputed in good faith while it is being investigated, but remains obligated to pay any amount not in dispute.

**Project Change Control Procedure**

The following process will be followed if a change to the project is required.

- A Project Change Request (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change and the effect the change will have on the project.
- The designated Project Manager of the requesting party will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and recommend it for further investigation or reject it. IBM will specify any charges for such investigation. A PCR must be signed by authorized representatives from both parties to authorize investigation of the recommended changes. IBM will invoice Panasonic for any such charges. The investigation will determine the effect that the implementation of the PCR will have on price, schedule and other terms and conditions of this SOW.

A written Change Authorization and/or PCR must be signed by authorized representatives from both parties to authorize implementation of the investigated changes. Until a change is agreed in writing, both parties will continue to act in accordance with the latest agreed version of the SOW.

**4.0.3.13 TRANSPORTABILITY**

**4.0.3.13.1 (M)** In the event of a failure of the project or a later change to a different vendor, describe the process for transporting and migrating out of the respondent's proposed system.

**State of Utah RFP**

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Supported. Upon request to migrate out of the LotusLive environment, IBM will provide the State of Utah with each user's individual mail file in Domino format (\*.nsf) only on an external drive at a cost that will depend on number of users and total volume of data to be extracted.



## 5 References, Experience, and Resumes (Section 5)

### 5.0.1 Experience

5.0.1.1 (M) The Respondent and/or prime contractor shall have experience in providing and servicing hosted email, communication and collaboration services. These services shall be of approximately the same scope and size, contracting with government entities similar to the State. Describe your company's experience providing similar services as required in this RFP.

Supported.

See section 5.0.2 References.

### 5.0.2 References

5.0.2.1 (M) The Respondent and/or prime contractor shall provide at least three references where similar services in scope to the requirements of this RFP have been provided. See section 3.2. References must be for clients with current relationships with the Respondent for Hosted Email, Communication, and Collaboration services. Additional references may be submitted, if available. For each reference, the Respondent shall provide the number of users in the environment, a brief description of the project, names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers. The Respondent is responsible to assure reference information is current and accurate. At minimum, the State will evaluate the following:

- a. Agency and user Satisfaction
- b. Management Capabilities (including problem resolution)
- c. Development Capabilities
- d. Interaction with Respondent staff
- e. Training and Change Management from the Respondent
- f. Project Completion within Budgets and Timelines

Supported.

Note: Our customers' privacy is of the utmost importance to IBM. We strive to keep our current customers sheltered from IBM sales efforts, as well as keeping confidential our customer's business activities. We believe that you will want us to treat your privacy with similar importance. However, we provide the following list of customer references and upon request can arrange a conversation with representatives of these organizations:

- **Panasonic** – Please see Panasonic Customer Reference 1 26 10.pdf.



## 5 References, Experience, and Resumes (Section 5)

### 5.0.1 Experience

5.0.1.1 (M) The Respondent and/or prime contractor shall have experience in providing and servicing hosted email, communication and collaboration services. These services shall be of approximately the same scope and size, contracting with government entities similar to the State. Describe your company's experience providing similar services as required in this RFP.

Supported.

See section 5.0.2 References.

### 5.0.2 References

5.0.2.1 (M) The Respondent and/or prime contractor shall provide at least three references where similar services in scope to the requirements of this RFP have been provided. See section 3.2. References must be for clients with current relationships with the Respondent for Hosted Email, Communication, and Collaboration services. Additional references may be submitted, if available. For each reference, the Respondent shall provide the number of users in the environment, a brief description of the project, names of individuals who can be contacted, the position of these individuals, addresses, and current telephone numbers. The Respondent is responsible to assure reference information is current and accurate. At minimum, the State will evaluate the following:

- a. Agency and user Satisfaction
- b. Management Capabilities (including problem resolution)
- c. Development Capabilities
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- e. Training and Change Management from the Respondent
- f. Project Completion within Budgets and Timelines

Supported.

Note: Our customers' privacy is of the utmost importance to IBM. We strive to keep our current customers sheltered from IBM sales efforts, as well as keeping confidential our customer's business activities. We believe that you will want us to treat your privacy with similar importance. However, we provide the following list of customer references and upon request can arrange a conversation with representatives of these organizations:

- **Panasonic** – Please see Panasonic Customer Reference 1 26 10.pdf.



- **GMCH** - GM Components Holdings LLC (GMCH) has purchased LotusLive Notes to provide employees with cloud based email, calendar and contact management services. A wholly owned subsidiary of General Motors, GMCH has plants in New York, Michigan and Indiana that manufacture HVAC climate control systems, power train cooling systems, engine management systems, automotive electronics and related products.

Formerly part of the Delphi Corporation, GMCH needed to move all employees to GM compatible systems after the acquisition from Delphi. GMCH wanted a cloud solution that would meet GM's requirements for performance and reliability without the capital expenditure necessary to run email in-house. They chose LotusLive Notes for the flexibility of the service and because of IBM's enterprise experience. GMCH has also purchased LotusLive Connections to facilitate collaboration between employees.

- **The Horton Group**

Synopsis: One of the largest privately-held insurance brokers in the United States gains the ability to deliver critical privacy policy training to employees in a faster, more convenient and less costly manner when it taps IBM Business Partner Silanis Technology Inc. to implement a powerful solution based on IBM Lotus software

Client Background:

The Horton Group began in 1971 as a single location, eight-person insurance agency in Orland Park, Illinois. Today, the company is a large, stable broker that delivers complex solutions to thousands of customers. The company currently features multiple offices spread across five states. As one of the largest privately-held insurance brokers in the country, The Horton Group offers a comprehensive portfolio of products and services for a wide-array of industries and niche markets.

Business Need:

The Insurance industry must comply with strict regulations governing the privacy of consumer health records & other. Privacy breeches are a public relations disaster, and often result in the loss of customer confidence and business. This is both costly and time-consuming to remedy. As a result, The Horton Group must train its employees on the carrier's privacy policies regarding how to protect consumer data and prevent accidental or intentional noncompliance. Training is time consuming and difficult to coordinate. Multiple departments must get involved, employees are spread across numerous offices, and the company's agents are mostly on the road. Furthermore, the company's Corporate Attorney, Vice-President and Privacy Officer had to travel to each location to deliver the training. In order to reduce costs and improve the efficiency of its training, The Horton Group began looking for a new solution.

Solution:

To achieve its goals, The Horton Group joined forces with IBM Business Partner Silanis Technology Inc. to implement e-SignLive, a cloud-based service that is tightly integrated with the IBM LotusLive Engage platform. The new solution enables The Horton Group to make its 5-page policy document available online for electronic review and signing. The company can use the solution to monitor who has opened and signed the document and



when, as well as how long each employee has spent reading the document to ensure they took the needed time to understand the policy. Intuitive "click-to-sign", "click-to-initial" and "click-to-accept" arrows appear throughout the policy document, prompting employees to sign and initial in all the right places. Moreover, when users access the e-SignLive service, they can quickly access their documents and contacts stored in the LotusLive service. This eliminates the need to re-enter and re-upload content, which further streamlines the e-signing process. Finally, because e-SignLive is a cloud-based service, users don't need to install additional software or plug-ins to access the solution.

#### Benefits of the Solution:

By joining forces with IBM Business Partner Silanis Technology Inc. to implement the IBM Lotus-based e-SignLive solution, The Horton Group can now train its employees in a faster, more convenient and less costly manner. Furthermore, the new solution captures strong audit trail information that confirms employees have read, understood and agreed to follow the privacy policy. The new solution enables the company to deliver privacy policies in a timely manner, and also allows it to respond more quickly to changes in legal and regulatory requirements. Finally, by using the e-SignLive solution, the company's corporate attorney no longer has to travel to multiple locations to deliver live presentations.

#### ▪ Signature Mortgage

**Synopsis:** A quickly growing mortgage company in Ohio sharpens its competitive edge and accelerates its mortgage processing and closing processes when it taps IBM Business Partner Silanis Technologies Inc. to implement a powerful new solution based on IBM Lotus software

#### Client Background:

Signature Mortgage Corporation was founded in 1996 and is now one of Ohio's and Florida's fastest growing mortgage companies. The company has quickly established a reputation for providing creative, low cost, and hassle-free mortgage solutions. Over the years, Signature Mortgage has closed over USD2 billion in residential mortgages throughout Ohio and Florida. The company employs nearly 10 highly talented and seasoned professionals at its corporate headquarters in Canton, Ohio.

#### Business Need:

At the onset of this engagement, Signature Mortgage had three primary objectives. First, the company wanted to reduce its mortgage application closing cycle time. This would reduce "shop around syndrome" and help it secure more customers, as well as improve its ability to secure better loan margins as a correspondent lender. Secondly, Signature Mortgage wanted to eliminate its paper-based processes, which would help reduce costs and eliminate errors on mortgage applications. Finally, the company needed to improve its overall level of service by enabling customers to sign contracts from anywhere with a web browser.

#### Solution:





To achieve its goals, Signature Mortgage joined forces with IBM Business Partner Silanis Technology Inc. to implement the Silanis e-SignLive service. Fully integrated with the IBM LotusLive platform, the new solution provides a simple, efficient and cost-effective solution for signing a wide variety of business documents online. The e-SignLive services include e-SignDoc, which is now in full production, and e-SignRoom, which is currently available in beta. The e-SignDoc solution enables multiple people to electronically sign one document at a time, while e-SignRoom extends the capabilities of e-SignDoc by enabling multiple LotusLive subscribers to e-sign multiple documents. e-SignRoom also provides a dashboard that enables the monitoring and tracking of the pending and completed e-SignRooms.

**Benefits of the Solution:**

By joining forces with IBM Business Partner Silanis Technology Inc. to implement the eSignLive solution powered by the IBM LotusLive platform, Signature Mortgage expects to increase revenues and compete with large national players by delivering superior customer service. Signature Mortgage projects that the new solution will help it reduce mortgage application processing time from its current seven-day track record down to 24 hours. The company also expects the new solution to help it close mortgages within 10-15 days compared to 30-45 days that consumers experience at the local, regional and national banks. As a correspondent lender, the margin secured for a 15 day loan rate as opposed to a 30 day loan rate is significantly higher and can increase the profit margin between 25-40 percent for the organization. Finally, the new solution has helped Signature Mortgage reduce costs and eliminate errors previously associated with its paper based mortgage application process.

▪ **Robert R. Taylor Network at Massachusetts Institute of Technology**

Synopsis: An economic empowerment and development organization in the United States eliminates the costs normally associated with new hardware and IT support staff while putting more focus on delivery of products and solutions when it implements IBM LotusLive software to facilitate interactions between global participants in its programs

**Client Background:**

Named in honor of Robert Robinson Taylor, who in 1892, became the first known black graduate of the Massachusetts Institute of Technology (MIT) and later the first professionally educated black architect in the United States, the Robert R. Taylor Network at MIT (RRTN) is an economic empowerment and development organization focused on technology entrepreneurship and innovation. RRTN is dedicated to widening the horizons of underserved and underrepresented youths, especially black youths.

Centered on the fields of architecture, science, technology, engineering and math (ASTEM), the mission of RRTN is to educate young people on both the vast opportunities and the cultural legacy of black achievement in these fields. It will also help to connect them to a supportive community in which related skills and aspirations can take root. A central tenet of the organization is "learn by doing" within collaborative partnerships.

**Business Need:**

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RRTN's program currently encompasses three main components: an online historical timeline with links showcasing black achievers in the ASTEM fields, a series of summer institutes, and entrepreneurial activities advanced by promising young students around the world in partnership with MIT-affiliated mentors. In its current early phase of development, RRTN has more than 250 partners in its global network, including students, sponsoring organizations, CEOs, community activists, engineers and many other professionals. The organization's initial project centers on working with high school youths from Brockton, Massachusetts, as that city undertakes economic redevelopment. Much of RRTN's current work requires building alliances with partners and co-creating the norms and standards for doing collaborative work.

To support its global initiative, RRTN needed a simple, secure and cost-effective way to facilitate interactions among program staff, partners, youths and mentors, many of whom are separated by geography.

**Solution:**

To support its global initiative and facilitate interactions between participants, RRTN decided to implement IBM LotusLive software, a suite of collaboration capabilities that can help bring people and information together quickly and easily across boundaries. Delivered over the Web as a Software as a Service (SaaS) offering, the LotusLive solution provides the organization with a collaboration infrastructure and creates the identity and sense of community critical to mobilizing a virtual organization. Leveraging member profiles, a central documents repository, file sharing and Web conferencing facilities, RRTN is using the LotusLive technology to support collaborative strategy and planning, community building, research, team projects and technology development.

RRTN plans soon to launch its Venture Network, using the LotusLive software to pair black youths with MIT graduates, venture capitalists, angel investors and mentors in project-driven mentoring relationships. The goal will be to help the students generate, validate and develop entrepreneurial ideas, then bring the ideas to market as viable products and services.

**Benefits of the Solution:**

The new LotusLive solution provides RRTN with a number of benefits. Because the solution is delivered using the SaaS model, it negates the need for new hardware and IT support staff, saves time, and puts more focus on delivery of products and solutions and less on the infrastructure for building a global organization. Likewise, standards-based access with browsers and mobile devices via the Web eliminates connectivity barriers, an especially important feature for users in underdeveloped parts of the world. The ease and speed of setup enables fast mobilization, boding well for rapid deployment and expansion. The organization also accrued cost advantages from savings on hardware, IT staffing, telephony and travel, as well as reduced its cost and footprint for the communities world-wide that RRTN plans to bring on board. Finally, the proven IBM Lotus security and reliability helped RRTN win sponsor confidence while demonstrating to students what it means to build business-grade solutions.

**▪ State of Vermont**



Like most states, the State of Vermont has an initiative to take cost out of their budgets. An area that was identified for cost savings was to reduce the amount of paper in their business processes and streamline those processes. This mandate is supported by the governor, The State of Vermont is using LotusLive collaboration services along with e-SignLive from Silanis (e-SignLive allows users to electronically review, modify, and sign documents in a secure, compliant and collaborative environment). The state has identified areas of Procurement, Environmental Permitting, Health and Human Services, and Social Services as candidates for adopting this cost cutting solution.

### 5.0.3 Financials

**(M)** The prime contractor shall provide evidence of financial stability and capability to fund all costs associated with the project implementation plan. This information will be used in the RFP evaluation process, to ensure completeness and accuracy. (Note: This information is for evaluation purposes only. It will be held in confidence to the extent that the law allows.) Information required is the latest two years of audited annual financial statements including:

- a. Total Revenue
- b. Net Income
- c. Total Assets
- d. Cash Flow
- e. Financial Ratio Analysis
- f. Notes to Financial Statements

Respondents that are subsidiaries of other companies need to be certain that the financial relationship between the subsidiary and the parent company is adequately explained in the audited statements that are provided. This may be accomplished by providing an audited financial statement for the parent company as well as the subsidiary. Infrastructure vendors are required to meet the financial requirements specified in section 3.3


Supported. IBM financial statements have been included in Section 3.3.  
Additional financial ratio analysis can be found at the following URL:  
<http://www.ibm.com/investor/financials/financial-snapshot.wss>

### 5.0.4 Resumes / Background Checks

**(M)** The Respondent shall provide resumes for each staff member responsible for design, implementation, project management, or other positions relative to the requirements of the RFP. Resumes will include education, experience, license, and/or certifications of each individual. In the event of a change of a staff member during the contract term, the submission of a new resume is required. Any such change is subject to the prior approval of the State; such approval will not be unreasonably withheld.

**State of Utah RFP**

Supported.

	<p><b>Robert D. Thietje</b></p> <p>IBM Software Services for Lotus IBM Software Group 1503 LBJ Freeway, MS 20-8097 Dallas, TX 75234 robert_thietje@us.ibm.com</p>
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**Professional Profile**

Mr. Thietje (pronounced "Tee Gee") is a Senior IT Specialist with IBM Software Services for Lotus (ISSL). In that capacity, he typically assumes roles in the design and implementation of technical solutions to meet customer requirements. He identifies, analyzes and evaluates various solutions and recommends the ones best suited to meet the customer's business needs.

**Technical Skills**

Mr. Thietje has sixteen (16) years of experience involving infrastructure design, capacity planning, prototype and application development, electronic mail, programming, testing, technical training, learning systems, customer support and operations. His technical background includes experience in PC and client-server platforms and includes the following technologies: Lotus Domino/Notes, Lotus Sametime (Instant Messaging), Lotus QuickPlace (Web-based Team Rooms), Domino Web Access, Workplace Client, Workplace Collaborative Learning, LotusScript, Lotus Notes Formula, Javascript, CSS, HTML, DHTML, Windows, Macintosh, and OS/2.

**Experiences and Accomplishments**

Mr. Thietje evaluated a major enterprise-wide shopping cart application used by a major insurance company and provided design and infrastructure recommendations to improve performance of this Notes application. In addition to helping stabilize the current application, Mr. Thietje also performed a functional review of the shopping cart application and provided senior IT executives with a high-level design to take advantage of new web service technologies.

Mr. Thietje integrated Lotus Notes Mail with IBM Common Store to archive and search historical emails from a DB2 RDBMS within Lotus Notes Mail. This was done for a major international restaurant chain.

Mr. Thietje help to upgrade and migrate a major advertising firm's Sametime instant messaging environment to Sametime 7.5. In addition to upgrading he also assisted in merging different Sametime communities into one community and changed the authentication source from Lotus Domino to LDAP.

Mr. Thietje developed a change management application to help manage and track changes in a Domino environment for a major financial institution. The application used security fields to limit what documents users could see based upon the classification of the document. The

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application also included workflow and the ability to create standard requests which could be reused.

Mr. Thietje was involved in stabilizing a Domino server environment for a major financial institution which had exceeded its' capacity due to improper planning and maintenance. A major competitor had convinced the client to move away from Domino and use their product. Mr. Thietje helped stabilize the environment and provided best practice recommendations to help maintain and manage the environment. He worked with the customer to help design implementation plans for the recommendations. Due to the efforts made, the customer chose to stay with Domino as their messaging and collaborative applications platform.

Mr. Thietje worked with the developers of IBM's Workplace Collaborative Learning software to document the installation process of the 2.0.1 version. He spent a week in Dublin, Ireland with the developers. He then helped install the first production build of this software at a major savings institution. This software is built upon IBM Web sphere Application Server.

Mr. Thietje installed a pilot of the 2.6 version of the Workplace Collaborative Learning application for a regional education authority in Texas. The success of this pilot caused other educational facilities including universities to evaluate the software. This software provides on line learning capabilities and tracks user's progress.

Mr. Thietje developed a web registration application that interfaced with a Domino Directory and the Lotus Learning Management System (LMS) for a major Healthcare Management Company. The application involved the use of Domino Forms, JavaScript, CSS and DHTML to provide form validation at the browser. This application allowed individuals who were not a part of the management company to register themselves into the Domino Directory via a workflow approval process.

Mr. Thietje interviewed several top executives at a major financial institution to understand how they process information with a focus on their Notes email. The result of these meetings was an analysis and presentation to the CIO on managing information using the collaborative abilities of Lotus Software. The demonstration showed how information could be routed via email into customized Notes databases. These databases provide workflow where information can be reviewed, approved and tracked. The key point that Mr. Thietje accomplished was understanding the business process and then applying the technology to that process.

Mr. Thietje conducted a performance/efficiency review of several Lotus Notes applications used by an international aerospace company. There were several applications that the company wanted converted to web-based Domino applications and also wanted to make them more efficient and reduce the amount of space the applications were using. He recommended design changes that streamlined the applications making them more accessible (via web browser and Notes client), more responsive and requiring less storage. Mr. Thietje received an award for his efforts on this account.

Mr. Thietje provided formal training to both Lotus Notes Application Developers and Lotus Domino System Administrators at two financial institutions and one insurance company. In addition to formal training he also provided a three day seminar on Lotus Notes features, messaging basics, and troubleshooting for a major insurance company. The company flew in support personnel from around the country to attend this seminar.

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Mr. Thietje led a team helping a major government agency migrate their messaging system of 30,000 users from Lotus cc: Mail to Lotus Notes in a nationwide project. He coordinated travel of his team around the country to various remote sites to perform the upgrade of ccMail post office boxes. He coordinated efforts between the remote site, the central office, business partners, the client and IBM project managers.

Mr. Thietje's efforts in the previous government agency migration led to his involvement in a second Lotus Notes migration project for a major federal agency. This project had high visibility and had strict deadlines to meet. He used both his development and system administration skills to resolve issues that surfaced. There were over 40,000 users migrated.

Mr. Thietje was involved in a challenging and complex project involving the merging of disparate mail systems in a Fortune 5 petroleum company. This project involved migrating over 90,000 people worldwide from Microsoft Outlook, Lotus Notes R4 and a legacy mail system called Office Vision Mail (OVM). He worked directly with senior level executives at this company and helped with all facets of this migration including: job screening, training, migration tool development, migration and architecture strategy and executive briefings. There are moments of truth in projects that can lead to success or to delays and escalations. Mr. Thietje helps to avert the latter. Demonstrating skills as a consultant to the client, Mr. Thietje helped manage the very difficult transformation issues we find in Exchange to Notes migrations through direct work with end users, administrators and client management by conducting education and enablement seminars, utilizing one-on-one communications and coordinating efforts that ensured successful execution and client satisfaction.

Mr. Thietje designed and implemented an enterprise-wide Lotus Domino based messaging system for two financial institutions. One was a small community based credit union of 400 employees while the other was the world's largest credit union with an employee base of 4,000. As part of the architecture for both systems a centralized mail routing system in which all mail received from the companies' externally hosted web site was received, decrypted, logged and routed to the appropriate department for action. This system provided a unique way for the companies' to track how many of the various web services they offered via their web site were actually being used. Services included loan applications, change of address and new account requests.

Mr. Thietje has additional experience as a Senior IT Specialist including the following projects:

- Developed an internal Sales tracking database used by an IBM Server Group.
- Gave a presentation in Asia on proper techniques to upgrade Lotus Notes applications and mail databases.
- Designed and implemented a Lotus Notes based internal procurement tracking system for a small financial institution.
- Designed and implemented a Lotus Notes FAQ Migration database to be accessed over the web and through a Notes client for a large insurance company.
- Rebuilt/reconfigured a Domino Mail server used by the Americas group of a large candy company. This included adding it to a cluster, implementing new hardware and a new security model.

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- Upgraded a major university's Domino Mail server and implemented clustering for system fail over. This included adding a reverse proxy server for web fail over in addition to Notes client fail over.
- Designed and implemented a Lotus Notes Application development/testing/staging environment for a major financial institution.


**Educational Background**

Mr. Thietje has the following education and background experience:

- Earned a Bachelor of Science Degree in Public Administration with a minor in Urban Affairs from Virginia Polytechnic Institute and State University (Virginia Tech) in Blacksburg, Virginia.
- Earned an Associate in Science Degree in Business Administration from Tidewater Community College in Virginia Beach, Virginia.
- Earned an Associate in Science Degree in Education from Tidewater Community College in Virginia Beach, Virginia.
- Certified Lotus Domino/Notes Application Developer 4/5/6/6.5
- Certified Lotus Domino/Notes System Administrator 4/5/6/6.5/7
- Participated in numerous seminar sessions on Lotus and related technologies.

## State of Utah RFP



	<b>Timothy Speed, CISSP, CLI</b>  IBM Software Services for Lotus IBM Software Group 3121 Kappwood Court Denton, Texas, 76210 214-542-3367
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**Professional Profile****Experience Summary:**

Mr. Speed is an IBM Certified Systems Architect with IBM Software Services for Lotus (ISSL). In that capacity, he is responsible for designing, implementing, and supporting various engagements with our clients. Mr. Speed lives in Denton, Texas. He has been an IBM/Lotus employee for over 12 years in a variety of networking, technical, hardware and software support, and consulting positions. Tim is also a Certified Lotus Instructor; certified to teach Lotus Notes/Domino Release 7 and 8 classes. In summary Tim Speed has been working with Notes for over 16 years focusing on administration roles and infrastructure. Mr. Speed also has international experience with working on infrastructure engagements in Spain, Brazil, France, Mexico, Japan, Hong Kong, Singapore, Malaysia, UK, and Indonesia.

**Technical Skills**

Mr. Speed has experience with the following products and systems:

**Networks**

Novell 3x and 4x and Windows NT, Windows 2000, Windows 2003, RS6000, p5 570

**Operating Systems**

DOS, Windows 3.1, Windows for Workgroups, Windows 95, Windows NT, OS/2 2x, WARP, AIX (Supporting Domino), Windows 2000, Windows 2003

**Protocols**

TCP/IP, IPX/SPX, NetBios, NetBEUI, XPC, X.25

**Software**

Lotus Notes V2, V3 and Domino - R4 and R5, ND6, ND7, Lotus Fax Server, SMTP MTA, Lotus Everyplace, Sametime, and Quickplace. Also Mr. Speed is an expert with AdminP, CA process in ND6/7, and ID and password recovery. Also Mr. Speed is a directory integration expert and messaging migration expert.

**Experiences and Accomplishments**



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Mr. Speed has expertise in the areas of architecture, topology, replication and routing strategy, standards/policies, organizational development, implementation planning, user and ID administration, support strategy, server administration and security administration. Selected experience includes:

- Technical leader for planning a Notes messaging migration and coexistence infrastructure plan for an energy company with a projected user base of 100,000 users worldwide. Also developed and designed all required custom tools for this project.
- Developed, managed, and executed a World-Wide Domino health check for 270k users on 900 Domino Servers.
- Created an enterprise directory that integrated Lotus Domino, Exchange, and GroupWise via a single directory interface. This was executed for 30,000 users.
- Participated in planning a Notes messaging migration and coexistence infrastructure plan for an energy company with a projected user base of 15,000 users for the US and South America. Also developed administration and support guidelines.
- Developed a consolidated Domino architecture messaging and application environment for 200 Servers supporting 45k Users.
- Created consolidated directory architecture for a company with 8 different directory systems.
- Member of the Nagano Olympic Team and directly setup and configured the Domino servers that supported a total of 650 million hits in 17 days.
- Member of the Sydney Olympic team configured the test servers for the Olympic Test environment in Madrid.
- Ensured that all engagement documentation is kept in accordance with Lotus Professional Services Group guidelines; contributed to the development of project plans and Engagement Work Authorization documents.
- Extensive experience with SMTP mail routing, Clustering, and Domino Partitioning.
- IBM Architecture 'Method' Trained.
- Also developed and published the 'Domino Security Audit' that is currently part of IBM Best practices.
- Developed and implemented x.509 certificate structures that coexisted with Lotus Notes certificates. Published a View article, Nov/Dec 2000 on security guidelines.
- Lead a study on the Domino Health Check Process.

**Publications****Books: Published:**

- Enterprise Directory and Security Implementation Guide: Designing and Implementing Directories in Your Organization
  - ISBN: 0121604527
    - [http://www.amazon.com/exec/obidos/tg/detail/-/0121604527/qid=1042312432/sr=1-1/ref=sr\\_1\\_1/104-8288814-2822348?v=glance&s=books](http://www.amazon.com/exec/obidos/tg/detail/-/0121604527/qid=1042312432/sr=1-1/ref=sr_1_1/104-8288814-2822348?v=glance&s=books)
- The Internet Security Guidebook: From Planning to Deployment

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- ISBN: 0122374711
  - [http://www.amazon.com/exec/obidos/tg/detail/-/0122374711/qid=1042312545/sr=1-2/ref=sr\\_1\\_2/104-8288814-2822348?v=glance&s=books](http://www.amazon.com/exec/obidos/tg/detail/-/0122374711/qid=1042312545/sr=1-2/ref=sr_1_2/104-8288814-2822348?v=glance&s=books)
- The Personal Internet Security Guidebook: Keeping Hackers and Crackers out of Your Home
- ISBN: 0126565619
  - [http://www.amazon.com/exec/obidos/tg/detail/-/0126565619/qid=1042312545/sr=1-3/ref=sr\\_1\\_3/104-8288814-2822348?v=glance&s=books](http://www.amazon.com/exec/obidos/tg/detail/-/0126565619/qid=1042312545/sr=1-3/ref=sr_1_3/104-8288814-2822348?v=glance&s=books)
- Internet Security: A Jumpstart for Systems Administrators and IT Managers
- ISBN: 1555582982
  - [http://www.amazon.com/exec/obidos/tg/detail/-/1555582982/qid=1051661259/sr=1-5/ref=sr\\_1\\_5/002-1262789-5159256?v=glance&s=books](http://www.amazon.com/exec/obidos/tg/detail/-/1555582982/qid=1051661259/sr=1-5/ref=sr_1_5/002-1262789-5159256?v=glance&s=books)
- Ssl Vpn: Understanding, Evaluating And Planning Secure, Web-based Remote Access
- ISBN: 1904811078
  - [http://www.amazon.com/exec/obidos/tg/detail/-/1904811078/qid=1118068344/sr=8-1/ref=sr\\_8\\_xs\\_ap\\_i1\\_xgl14/102-7302440-2243305?v=glance&s=books&n=507846](http://www.amazon.com/exec/obidos/tg/detail/-/1904811078/qid=1118068344/sr=8-1/ref=sr_8_xs_ap_i1_xgl14/102-7302440-2243305?v=glance&s=books&n=507846)
- Upgrading to Domino 7
- ISBN – 1904811639
  - <http://www.packtpub.com/domino-7-app-dev/book>
- Domino 7 Application Development
- ISBN – 190481106X
  - <http://www.packtpub.com/domino-7-app-dev/book>
- Lotus Notes Domino 8: Upgrader's Guide
  - [http://www.amazon.com/Lotus-Notes-Domino-Upgraders-Guide/dp/1847192742/ref=pd\\_bbs\\_sr\\_1?ie=UTF8&s=books&qid=1199413936&sr=8-1](http://www.amazon.com/Lotus-Notes-Domino-Upgraders-Guide/dp/1847192742/ref=pd_bbs_sr_1?ie=UTF8&s=books&qid=1199413936&sr=8-1)

**Lotus Technical Articles:**

- Enabling soft deletions in your Notes mail file  
[http://www-128.ibm.com/developerworks/lotus/library/lr-soft\\_delete\\_tip/](http://www-128.ibm.com/developerworks/lotus/library/lr-soft_delete_tip/)
- Configuring iNotes Web Access/w a WebSphere Edge reverse proxy server  
[http://www10.lotus.com/idd/today.nsf/Lookup/Configuring\\_IWA\\_Edge\\_ReverseProxy?OpenDocument](http://www10.lotus.com/idd/today.nsf/Lookup/Configuring_IWA_Edge_ReverseProxy?OpenDocument)
- Lessons in Secure Messaging using Domino 6  
<http://www-106.ibm.com/developerworks/lotus/library/securemessaging/>
- The trouble with templates Part 1

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- <http://www-128.ibm.com/developerworks/lotus/library/ls-Templates1/>
- The trouble with templates, Part 2
- <http://www-128.ibm.com/developerworks/lotus/library/ls-Templates2/>
- All about AdminP Part 1
- [http://www-128.ibm.com/developerworks/lotus/library/ls-AllAboutAdminP\\_1/](http://www-128.ibm.com/developerworks/lotus/library/ls-AllAboutAdminP_1/)
- All about AdminP Part 2
- [http://www-128.ibm.com/developerworks/lotus/library/ls-AllAboutAdminP\\_2/](http://www-128.ibm.com/developerworks/lotus/library/ls-AllAboutAdminP_2/)
- Certificate Practice Statement for Domino
- <http://www-106.ibm.com/developerworks/lotus/library/domino-cps/>
- ID and password recovery
- [http://www-128.ibm.com/developerworks/lotus/library/ls-ID\\_password\\_recovery/](http://www-128.ibm.com/developerworks/lotus/library/ls-ID_password_recovery/)
- SMTP and DMZ Part 1
- <http://www-106.ibm.com/developerworks/lotus/library/smtp-dmz1/>
- SMTP and DMZ Part 2
- <http://www-106.ibm.com/developerworks/lotus/library/smtp-dmz2/>
- Mail Policies
- <http://www128.ibm.com/developerworks/lotus/library/domino7-mail-policy/>


**Certification Summary**

- IBM Certified Instructor - Lotus Notes and Domino 8 System Administration
- IBM Certified System Administrator - Lotus Notes and Domino 8
- IBM Certified Advanced Security Professional - Lotus Notes and Domino 7
- IBM Certified Advanced Instructor - Lotus Notes and Domino 7 System Administration
- IBM Certified Instructor - Lotus Notes and Domino 7 System Administration
- IBM Certified Application Developer - Lotus Notes and Domino 7
- IBM Certified Advanced Application Developer - Lotus Notes and Domino 7
- IBM Certified Advanced System Administrator - Lotus Notes and Domino 7
- IBM Certified System Administrator - Lotus Notes and Domino 7
- IBM Certified Associate System Administrator - Lotus QuickPlace 3
- IBM Certified Associate System Administrator - Lotus Sametime 3
- IBM Certified Advanced System Administrator - Lotus Notes and Domino 6/6.5
- IBM Certified System Administrator - Lotus Notes and Domino 6/6.5

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- IBM Certified Advanced Application Developer - Lotus Notes and Domino 6/6.5
- IBM Certified Application Developer - Lotus Notes and Domino 6/6.5
- CLP Domino R5 Principal Application Developer
- CLP Domino R5 Principal System Administrator
- CLP Domino R5 Application Developer
- CLP Domino R5 System Administrator
- CLP Notes Principal System Administrator R4
- CLP Notes Principal Application Developer R4
- CLP Notes Application Developer R4
- CLP Notes System Administrator R4
- IBM Certified Systems Expert -- OS/2 Warp
- IBM Certified OS/2 Engineer V2.1
- CLP Notes Specialist R3
- CLP Notes System Administrator R3
- CLP Notes Application Developer R3
- CLP Notes Consultant R3
- MCSE- NT
- Windows 2000 MCP
- VCA - Certified VeriSign Administrator
- CISSP - Certified Information Systems Security Professional
- CompTia A+ Plus Security.



	<b>Barry Heinz</b>  Software Services for Lotus IBM Software Group 8521 Fallbrook Ave., Ste 150G Westhills, CA 91304 818-715-6877
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**Professional Profile**

Mr. Heinz is a Senior IT Architect with IBM Software Services for Lotus. In that capacity, he typically assumes the lead technical role in the design of systems solutions for large engagements. He identifies, analyzes, and evaluates alternative designs and recommends the ones best suited to the environment of each client. He helps to define the technological direction of clients in harmony with their business requirements.

**Technical Skills**

Mr. Heinz has twenty-four (24) years of experience involving infrastructure design, capacity planning, requirements analysis, systems analysis, prototype and application development, database design, programming, testing, electronic mail, directory services, executive information systems, customer support, and operations. His technical background includes experience in mainframe, mini-computer, PC and client-server platforms and architectures, and includes the following technologies: IBM Lotus Notes/Domino, IBM Lotus Sametime, IBM Lotus QuickPlace, DECS/LEI, Domino Web Access, MVS, VM/CMS, Windows, Macintosh, OS/2, AIX, Soft-Switch Central, FORTRAN, C, PL/I, REXX, LotusScript, SNMP, and DB2.

**Experiences and Accomplishments**

Mr. Heinz provided technical assistance to a computer services company and their outsourcing customer in the automotive industry for planning a major Domino and server platform upgrade and consolidation. This assignment required implementation of and knowledge transfer for several new product features.

Mr. Heinz led the information gathering stage of a messaging environment assessment at a financial company. He then provided technical assistance for planning and implementing Web-based e-mail services and infrastructure adjustments required for a divestiture.

Mr. Heinz provided technical leadership for the design of a global Notes and Domino infrastructure to support a migration from Microsoft Exchange. This migration was for a recent international acquisition by a global insurance company. The infrastructure was administered by outsourcing partners in data centers in Singapore and Mexico.

Mr. Heinz designed and conducted a series of server performance tests for a nationwide bank that was preparing to upgrade its Domino infrastructure. These tests helped the bank to determine the standard configuration for their new generation of servers. Shortly thereafter, Mr. Heinz was invited to return to assist the bank with the planning and testing of Domino server clustering for mail.

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Mr. Heinz led a team that conducted a current environment assessment and a series of planning and design sessions for a global manufacturer seeking to update and consolidate its Lotus Notes and Domino messaging and application infrastructure.

Mr. Heinz was the on-site technical lead for a team of consultants that provided assistance to a defense contractor to assess its messaging environment, which had recently experienced a server consolidation and was undergoing a refresh of its messaging clients. The administration and operation of the environment was outsourced, which complicated the assessment. However, it was completed on time and within budget.

Mr. Heinz developed an IBM Lotus Team Workplace application to manage reports for a major pharmaceutical company. The application supported automatic classification of documents as well as workflow.

Mr. Heinz provided technical leadership for a Domino application review for a computer equipment manufacturer. The goal of the review was to develop strategies for improved application management and for a more effective application infrastructure. This project involved the use of an IBM business partner's technology and consulting services.

Mr. Heinz participated as the Domino architect on a team that upgraded a large school district's computing infrastructure. As part of this effort, the Domino environment was upgraded from one major release to the next, and the servers were consolidated onto pSeries hardware.

Mr. Heinz led a team of consultants in establishing an architecture and identifying and resolving issues for migrating a public utility's messaging and calendar environment from legacy systems to Lotus Notes 6, Domino Web Access 6, and Domino 6 on Linux servers.

Mr. Heinz was the architect for a project to upgrade an aerospace company's messaging and application infrastructure to Notes/Domino 6. This project utilized tools for the automated upgrade of the Notes clients. He also performed a health check of the infrastructure after the upgrades had been completed.

Mr. Heinz was the on-site technical lead for a team of consultants that provided assistance to a large health care company to assess its current messaging environment, plan for server consolidation to a new hardware platform, and migrate to Notes/Domino 6 from previous releases of Notes/Domino as well as other messaging systems. He also participated in follow-up reviews of the environment.

Mr. Heinz served as the architect for the initial Notes/Domino 6 SmartStart engagements in North America. In this role he helped to shape the approach to the engagement as well as the deliverables. He also trained other consultants so that they could lead subsequent SmartStart engagements.

Mr. Heinz has additional experience as an architect including the following projects:

- Served in a lead technical role to analyze Total Cost of Ownership (TCO) advantages for Notes/Domino 6 for the Early Adopter Program.
- Architected a consolidated dual-site/dual-platform messaging infrastructure for a publishing company to provide load balancing and disaster recovery capabilities.
- Provided high-level Domino infrastructure analysis and server consolidation planning for a global technology company.

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- Led the technical planning for an upgrade from Domino 4 to 5 for the sales division of a global manufacturer.
- Designed and analyzed a series of performance tests for a healthcare company's proposed Domino messaging infrastructure.
- Investigated Domino application performance problems and recommended infrastructure and application changes to resolve them for a local government agency.
- Provided infrastructure architectural support for a knowledge management system and browser-based portal for a global engineering and construction company.
- Helped to develop a plan and supporting tools that enabled a large financial services company to move the processing of SMTP mail messages from a bottlenecked legacy system to Domino Release 5.
- Created infrastructure standards and guidelines for the implementation of an executive pilot on Sametime and Domino R5 for a public utility.
- Evaluated monitoring tools and options, including testing a port of Domino's SNMP agent to a new platform for a large financial services company. Also contributed key portions of a comprehensive current environment assessment.
- Created the Domino infrastructure architecture for a large publishing conglomerate across multiple autonomous operating units.
- Provided technical guidance for the migration of cc:Mail to Domino for an engineering firm.
- Led the design team that developed a Domino infrastructure designed to provide robust service, accommodate rapid user migration from legacy systems, and withstand the loss of data center facilities to a disaster.
- Designed and coded the data integration facility for a project performance and risk assessment system for a large computer services organization.

**Educational Background**

Mr. Heinz has the following education and background experience:

- Earned a Bachelor of Science Degree from the University of Michigan-Dearborn with a concentration in Computer and Information Science.
- Attended the Lotus Consulting Academy and later served on the faculty of its successor, the Lotus Services Academy.
- Participated in numerous seminar sessions on Lotus and related technologies.

IBM Certified System Administrator - Lotus Notes and Domino 6/6.5

**Background Checks**

Under the Fair Credit Reporting Act, and using a third party vendor who specializes in criminal background searches, IBM conducts a seven year search based on seven years of addresses for all new hires as part of IBM's pre-employment process. The search includes federal, state

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and county and provides felony and misdemeanor records that are convictions, dismissals or pending charges. In addition to the criminal search, a Social Security Number validation is performed. Each report is reviewed and if there is a record, a thorough review is conducted with IBM Human Resource and Legal as appropriate before the individual starts with IBM. For new hires that attained a degree within the past 18 months, IBM verifies the degree. IBM will also ensure each new hire acknowledges by signature that they have read the IBM Substance Abuse Policy.





## **Appendix A - Supporting Materials**

### ***IBM 2009 Financial State***

***Please see attachment: IBM 2009 Financial Statement.doc***

### ***Panasonic Customer Reference 1 26 10***

***Please see attachment: Panasonic Customer Reference 1 26 10.pdf***

### ***AECI***

***Please see attachment: AECI.pdf***

### ***Sample Project Status Report***

***Please see attachment: SampleStatusReport.pdf***

### ***Section 8 - Exceptions***

***Please see attachment: IBM Exceptions Document – Section 8.doc***

### ***IBM's LotusLive Software***

The following document provides an outline of the general product features and functionality for LotusLive services.

***Please see attachment: LL Enterprise Service Description 12132010.pdf***

### ***Sonian Transmittal Letter***

***Please see attachment: SonianTransmittalLetterUtah.doc***

**State of Utah RFP****Disclosure Statement**

The information in this proposal shall not be disclosed outside the State of Utah organization and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal, provided that if a contract is awarded to IBM as a result of or in connection with the submission of this proposal, State of Utah shall have the right to duplicate, use or disclose the information to the extent provided in the contract. This restriction does not limit the right of State of Utah to use information contained in the proposal if it is obtained from another source without restriction.

IBM's products and services are proposed under the terms of the IBM Customer Agreement.

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